

# Napa County

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



## Agenda

**Tuesday, June 4, 2024**

**9:00 AM**

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

### **Board of Supervisors**

*Joelle Gallagher, District 1*

*Ryan Gregory, District 2*

*Anne Cottrell, District 3*

*Alfredo Pedroza, 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](http://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: Effective January 1, 2023, 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 \$250 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 \$250 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 \$250 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 Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions 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](https://www.zoom.us/join) (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).

**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](mailto:publiccomment@countyofnapa.org).

Your comment will be shared with all members of the Board of Supervisors.

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

**1. CALL TO ORDER; ROLL CALL****2. PLEDGE OF ALLEGIANCE****3. PET OF THE WEEK****4. PROCLAMATIONS AND COMMENDATIONS**

- A. Presentation of a Proclamation recognizing June 2024 as “PRIDE Month” in Napa County. (No Fiscal Impact) [24-507](#)
- B. Presentation of a Proclamation recognizing June 2024 as “Elder Abuse Awareness Month” in Napa County. (No Fiscal Impact) [24-711](#)
- C. Presentation of a Proclamation recognizing June 2024 as “Gun Violence Awareness Month” in Napa County. (No Fiscal Impact) [24-894](#)

**5. CONSENT CALENDAR - SPECIAL DISTRICTS****Napa County Housing Authority**

- A. Accept and file the quarterly report to the Napa County Housing Authority for the quarter ended March 31, 2024. (No Fiscal Impact) [24-776](#)

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

**6. CONSENT CALENDAR****Auditor-Controller**

- A. Approve and authorize Amendment No. 3 to Agreement No. 210126B with MGT of America Consulting LLC for SB90 claim services and Agreement No. 240413B with MGT of America Consulting LLC for A-87 Indirect Cost Plan subscription services. (Fiscal Impact: \$8,900 Expense Reduction; Central Services; Budgeted; Discretionary) [24-858](#)

**Attachments:** [Amendment](#)  
[Agreement](#)

**Clerk of the Board**

- B. Approval of minutes from the May 21, 2024 regular meeting. (No Fiscal Impact) [24-924](#)

**Attachments:** [May 21, 2024](#)

**County Executive Office**

- C. Approve a Budget Amendment increasing Courthouse Construction Fund appropriation to remit excess collections to the State. (Fiscal Impact: net zero; Courthouse Construction Fund; Not Budgeted; Mandatory). [24-593](#)  
[4/5 vote required]



- D. Adopt a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County. (No Fiscal Impact) [24-683](#)

**Attachments:** [Resolution](#)

**Health and Human Services Agency**

- E. Approve and authorize Amendment No. 3 to Agreement No. 180221B with Jump Technology Services, LLC, to increase the Fiscal Year 2024-2025 contract maximum by \$3,600 to \$24,335.36 to account for a one-time fee to integrate a new component to the case management software used by Health and Human Services Agency Comprehensive Services for Older Adults (CSOA) Adult Protective Services Program (APS) (Fiscal Impact: \$24,335.36 Expense; Health and Human Services Agency Fund, Comprehensive Services for Older Adults Division; Budgeted; Discretionary). [24-661](#)

**Attachments:** [Agreement](#)

- F. Approve and authorize Amendment No. 3 to Agreement No. 200382B with Share the Care to increase the contract maximum by \$57,750 for a new contract maximum of \$110,250 for Fiscal Year 2023-2024 and set the contract maximum for \$21,000 for Fiscal Year 2024-2025 to provide tangible support services to Health & Human Services Agency (HHSA) Comprehensive Services Adult Protective Services (APS) program. (Fiscal Impact: \$131,250 Expense; Health and Human Services Agency Fund, Comprehensive Services for Older Adults Division; Budgeted; Discretionary). [24-886](#)

**Attachments:** [Agreement](#)

**Human Resources – Division of CEO’s Office**

- G. Adopt a Resolution to approve the retirement cost sharing contributions for Napa County employees effective June 22, 2024, for Fiscal Year 2024-2025. [24-869](#)

**Attachments:** [Resolution](#)

**Information Technology Services – Division of CEO’s Office**

- H.** Approve and authorize Amendment No. 6 to Agreement No. 170612B with Napa Public Access Cable Television, Inc., increasing the contract by \$15,000 for a new annual maximum of \$94,420 in Fiscal Year 2023-2024; and, increasing the contract by an additional \$5,580 for a new annual maximum amount of \$100,000, effective July 1, 2024 for additional meeting costs incurred to live stream public television and enhance audio/video quality, as well as other related equipment and needed services for the Board of Supervisors chambers. (Fiscal Impact FY 23-24 \$94,420; FY 24-25 \$100,000, Expense, Information Technology Services Fund, Budgeted; Discretionary) **[24-976](#)**

**Attachments:** [Agreement](#)

**Library**

- I.** Approve and authorize Memorandum of Understanding and Cost Share Agreement No. 250005B NorthNet Library System (NLS), for a maximum of \$89,842 for the term July 1, 2024, through June 30, 2029, for Link+ subscriptions. (Fiscal Impact: \$89,842 Expense; Napa County Library Fund 2020; Budgeted, Discretionary) **[24-880](#)**
- J.** Acceptance of a donation to the Napa County Library in the amount of \$10,000 from an anonymous donor. (Fiscal Impact, \$10,000 Revenue; Napa County, Library Fund 2020; Not Budgeted; Discretionary) **[24-921](#)**
- K.** Adopt a Resolution designating Arts Council Napa Valley (ACNV) as the County’s local art agency partner and authorizing ACNV to prepare an application for grant funds for art related programs from the California Arts Council’s State-Local Partnership Program should funds become available in Fiscal Year 2024-25 and Fiscal Year 2025-26 (No Fiscal Impact). **[24-973](#)**

**Attachments:** [Resolution](#)

**Public Works**

- L.** Approve and authorize an Easement Deed in favor of Napa Sanitation District (NapaSan) for an area of approximately 19,446 square feet to allow for the maintenance of a new underground sanitary sewer main pipeline and an Easement Quitclaim Deed in favor of Napa County by which NapaSan abandons 17,939 square feet of certain portions of the previously existing, no longer utilized sewer main pipeline on airport property parcel 057-050-009. (No Fiscal Impact)  
[4/5 vote required] [24-606](#)
- Attachments:** [Easement Deed](#)  
[Easement Quitclaim Deed](#)  
[Certificate of Acceptance](#)
- M.** Award of Construction Contract to Ghilotti Bros., Inc. of San Rafael, California in the amount of \$5,746,096 for the North County Crossroads Paving, RDS 24-08 project, and approve a Budget Amendment. (Fiscal Impact: \$7,482,619 Expense; Measure T Non-Operating Special Revenue Fund and Capital Projects Fund; Not Budgeted; Discretionary)  
[4/5 vote required] [24-680](#)
- Attachments:** [Bid Results](#)  
[Budget Summary](#)
- N.** Adopt a Resolution approving the Fiscal Year 2024-2025 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact \$4,001,361 Revenue (estimated); SB 1 Special Revenue Fund; Budgeted; Discretionary) [24-853](#)
- Attachments:** [Resolution](#)
- O.** Award of Construction Contract to Traffic Limited of Lodi, CA in the amount of \$156,132 for the “2024 Road Striping Maintenance,” RDS 24-11, and approve a Budget Amendment. (Fiscal Impact: \$36,745 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)  
[4/5 vote required] [24-864](#)
- Attachments:** [Bid Results](#)  
[Budget Summary](#)  
[List of Roads](#)

- P.** Adopt a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective July 1, 2024, increasing hangar and storage room fees by 2.3%. (Fiscal Impact: \$15,850 Revenue; Airport Fund; Budgeted; Discretionary) [24-940](#)
- Attachments:** [Resolution](#)  
[Exhibit A Airport Fees 2024 \(Tracked\)](#)  
[Exhibit B Airport Fees 2024 \(Clean\)](#)
- Q.** Approve and authorize Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to provide inspection, testing, and maintenance services of the County's fire sprinkler systems and equipment for the term July 1, 2024 through June 30, 2027, with two one-year automatic renewal options. (Fiscal Impact: \$102,235 Expense; Various Funds; Budgeted; Discretionary) [24-946](#)
- Attachments:** [Agreement](#)
- R.** Adopt a Resolution to approve and authorize an agreement substantially in the form of the Revised Cooperation Agreement No. 240371B with Caltrans to review the Project Approval & Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), and Right-of-way (ROW) phases of the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project. (No Fiscal Impact). [24-953](#)
- Attachments:** [Resolution](#)  
[Agreement](#)  
[Budget Summary](#)
- S.** Approve and authorize Agreement No. 240400B with Miller Pacific Engineering Group, Inc., for a maximum of \$130,000 for Construction Management services for the Oakville Grade Road mile post marker (MPM) 1.35 Storm Repair Project, RDS 19-65. (Fiscal Impact: \$130,000; Roads Fund; Budgeted; Discretionary.) [24-954](#)
- Attachments:** [Agreement](#)

**Sheriff**

- T.** Approve and authorize Amendment No. 2 to Agreement No. 210284B with LexisNexis Risk Solutions LF Inc. for an enterprise subscription to Accurint Virtual Crime Center, an investigative technology. (Fiscal Impact: \$20,000 expense; General Fund; Budgeted; Discretionary) [24-732](#)
- Attachments:** [Agreement](#)

- U. Approve and authorize Amendment No. 5 to Revenue Agreement No. 170880B with the Town of Yountville for the term of July 1, 2024 to June 30, 2025, with an automatic renewal for an additional three years to provide law enforcement services. (Fiscal Impact: \$6,239,800 revenue; General Fund; Budgeted; Discretionary) [24-819](#)

**Attachments:** [Agreement](#)

**7. 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)**

**8. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS**

**9. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**

**10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS**

**11. ADMINISTRATIVE ITEMS**

**Planning, Building and Environmental Services (PBES)**

- A. Adopt an Ordinance Implementing Sixth Cycle Housing Element Update Rezoning and Modifications to Title 18 of the Napa County Code. (No Fiscal Impact) [24-962](#)

**Attachments:** [Ordinance](#)

**Health and Human Services Agency**

- B. Approve recommendations for Tobacco Master Settlement Agreement (MSA) grant awards to support community health. (Fiscal Impact, \$5,000,000 Expense; General Fund; Tobacco Master Settlement Division; Budgeted; Discretionary) [24-947](#)

**Attachments:** [Exhibit A](#)  
[Exhibit B](#)

**12. PUBLIC HEARING - SPECIAL DISTRICTS**

**Napa County Housing Authority**

- A. PUBLIC HEARING - County Service Area No. 4 Assessment [24-379](#)

Conduct a public hearing to consider any objections or protests with respect to the proposed assessment for Fiscal Year 2024-25 and adopt a resolution authorizing and levying assessments for Fiscal Year 2024-25 on qualifying property owners in the amount of \$14 per planted acre. (Fiscal Impact: \$663,614 Revenue; County Service Area No. 4 Fund, Budgeted, Discretionary)

**Attachments:** [Resolution](#)

**13. PUBLIC HEARINGS****Agricultural Commissioner**

- A. PUBLIC HEARING - Napa County Winegrape Pest and Disease Control District (District) [24-749](#)

Conduct a public hearing to consider any objections or protests with respect to the assessments proposed for the District for FY24-25 and adopt a Resolution authorizing and levying assessments for FY24-25 on qualifying properties. (Fiscal Impact: \$395,000; Revenue; General Fund, Fund 1000, Agricultural Commissioner Division 16000; Budgeted; Discretionary)

**Attachments:** [Resolution](#)

**14. CLOSED SESSION**

- A. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1)) [24-970](#)  
Title: Public Defender

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [24-984](#)  
(Government Code Section 54956.8)  
Property: Real property adjacent to intersection of Devlin Road and Soscol Ferry Road (1011 Soscol Ferry Road, APN 057-170-004; 110 Devlin Road, APN 057-170-015; no address, APN 057-170-016)  
Agency Negotiator: Steven Lederer, Public Works Director  
Negotiating Parties: Napa County and Samer Daoud Ishaq et al.  
Under Negotiation: [X] Price [X] Terms of Payment

**15. ADJOURNMENT**

**ADJOURN TO THE BOARD OF SUPERVISORS SPECIAL MEETING, TUESDAY, JUNE 10, 2024 AT 6:00 P.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, MAY 31, 2024 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)



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 6/4/2024

**File ID #:** 24-507

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins, Clerk of the Board  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Proclamation recognizing June 2024 as PRIDE Month in Napa County.

---

### **RECOMMENDATION**

Presentation of a Proclamation recognizing June 2024 as “PRIDE Month” in Napa County. (No Fiscal Impact)



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 6/4/2024

**File ID #:** 24-711

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins, Clerk of the Board  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Proclamation recognizing June 2024 as Elder Abuse Awareness Month

---

### **RECOMMENDATION**

Presentation of a Proclamation recognizing June 2024 as “Elder Abuse Awareness Month” in Napa County. (No Fiscal Impact)





# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 6/4/2024

**File ID #:** 24-894

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins, Clerk of the Board  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Proclamation recognizing June 2024 as Gun Violence Awareness Month

---

### **RECOMMENDATION**

Presentation of a Proclamation recognizing June 2024 as “Gun Violence Awareness Month” in Napa County.  
(No Fiscal Impact)



# 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:** 6/4/2024

**File ID #:** 24-776

---

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze, Auditor-Controller  
**REPORT BY:** Susan MacDonald, Internal Audit  
**SUBJECT:** Internal Audit Quarterly Monitoring Report for Napa County Housing Authority for the Quarter Ended March 31, 2024

---

### **RECOMMENDATION**

Accept and file the quarterly report to the Napa County Housing Authority for the quarter ended March 31, 2024. (No Fiscal Impact)

### **BACKGROUND**

Napa County Housing Authority (Authority), a public housing authority established pursuant to California Health and Safety Code section 342000 et seq., is the owner of three farm worker housing centers (Centers) located in Napa County:

- 1) River Ranch, located at 1109 Silverado Trail, St. Helena
- 2) The Calistoga Center, located at 3996 N. St Helena Highway, Calistoga
- 3) The Mondavi Center, located at 5585 Silverado Trail, Napa

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees, who are the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is \$16 per day. The Contractor is required to maintain lodger files, which contain a rental agreement, lodger photo ID, and verification of employment in agriculture. The Centers' Managers can maintain petty cash funds not to exceed \$250. The Centers' Managers are responsible for making timely deposits for any cash collected from the lodgers. The Fiscal Analyst maintains occupancy reports and rent reports. The Contractor is also responsible for

the upkeep and maintenance of the facilities.

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2023-24. Based on our review, we believe that overall California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended March 31, 2024. This report was submitted to the Housing Commission for approval on May 22, 2024.

### **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

Napa County

Auditor-Controller

Internal Audit Report

Napa County Housing Authority  
Quarterly Monitoring  
Internal Controls Review

For the Quarter Ended March 31, 2024

Report Date: April 26, 2024



A Tradition of Stewardship  
A Commitment to Service

**Tracy A. Schulze, CPA**  
Auditor-Controller

## Table of Contents

|                                                | <u>Page</u> |
|------------------------------------------------|-------------|
| Executive Summary .....                        | 1           |
| Background and Authority.....                  | 2           |
| Objective and Scope.....                       | 3           |
| Procedures.....                                | 3           |
| Conclusion .....                               | 4           |
| Exhibit A – Accounts Receivable Schedule ..... | 5           |
| Exhibit B – Prepaid Schedule .....             | 6           |

## Internal Audit

Susan MacDonald

Staff Auditor



A Tradition of Stewardship  
A Commitment to Service

**Auditor-Controller**  
1195 Third Street · Room B10  
Napa, CA 94559

Main: (707) 253-4551  
Fax: (707) 226-9065  
[www.countyofnapa.org](http://www.countyofnapa.org)

**Tracy A. Schulze**  
Auditor-Controller

April 26, 2024

Napa County Housing Authority  
Napa, CA

### Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed a quarterly monitoring for Napa County Housing Authority (Authority) for the quarter ended March 31, 2024.

We conducted our review in conformance with the *International Standards for the Professional Practice of Internal Auditing (Standards)* established by the Institute of Internal Auditors. These *Standards* require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

Based on our review, we believe that overall California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended March 31, 2024.

This report is a matter of public record and is intended solely for the information and use of the Napa County Housing Commission's Commissioners, Authority's Board of Directors, Napa County's Board of Supervisors, County Executive Officer, and CHDC's management.

I want to thank the internal audit team, CHDC and the Authority's staff for their expertise and professionalism in conducting this engagement.

Sincerely,

A handwritten signature in blue ink that reads "Tracy A. Schulze".  
Tracy A. Schulze, CPA  
Auditor-Controller

# **Napa County Housing Authority Quarterly Monitoring For the Quarter March 31, 2024**

## **Background and Authority**

Napa County Housing Authority (Authority), a public housing authority established pursuant to California Health and Safety Code section 342000 et seq., is the owner of three farm worker housing centers (Centers) located in Napa County:

- 1) River Ranch, located at 1109 Silverado Trail, St. Helena
- 2) The Calistoga Center, located at 3996 N. St Helena Highway, Calistoga
- 3) The Mondavi Center, located at 5585 Silverado Trail, Napa

The Authority is focused primarily on addressing the need for safe and affordable housing for farm workers, particularly those in the migrant/seasonal category who, in turn, support the agricultural industry of Napa County.

The Napa County Housing Commission (NCHC), an advisory body to the Authority and Napa County's Board of Supervisors, was reconstituted in late 2015 to expand its focus from overseeing the three Centers to including reviews of any project requesting funding from the County's Affordable Housing Fund.

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees, who are the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is \$16 per day. The Contractor is required to maintain lodger files, which contain a rental agreement, lodger photo ID, and verification of employment in agriculture. The Centers' Managers can maintain petty cash funds not to exceed \$250. The Centers' Managers are responsible for making timely deposits for any cash collected from the lodgers. The Fiscal Analyst maintains occupancy reports and rent reports. The Contractor is also responsible for the upkeep and maintenance of the facilities.

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2023-24.

**Napa County Housing Authority  
Quarterly Monitoring  
For the Quarter Ended March 31, 2024**

**Objective and Scope**

The primary objective of this engagement was to determine if CHDC is complying with the policies and procedures established by the Authority's Board of Directors. The scope includes a review of CHDC's and Authority's records for the quarter ended March 31, 2024

**Procedures**

To achieve our audit objective, our procedures included, but not limited to, the following:

**1. Revenues**

- a. Reconciled general ledger lodger and staff rent revenues to CHDC's records

**2. Accounts Receivable**

- a. Reported accounts receivable for lodgers, departed over/under 18 months
- b. Reported accounts receivable for current delinquent lodgers over/under \$480 (\$16 daily rate x 30 days)
- c. Reported recommended accounts receivable write-offs schedule by each center including lodger count (Exhibit A)

**3. Prepaids**

- a. Reported prepaids for lodgers, departed over/under 18 months
- b. Reported prepaids for lodgers with current prepaid balances
- c. Reported recommended prepaid write-offs schedule by each center including lodger count (Exhibit B)

**4. Deposits**

- a. Verified receipts are in numeric sequence
- b. Verified receipts are entered correctly on the rent reports on a sampling basis
- c. Verified bank deposits are processed timely when revenue exceeds \$1,500
- d. Verified lodger rent agrees with number of bed days on receipt
- e. Verified receipts are accurate (i.e., signature, method of payment, lodger number or voided properly)
- f. Verified lodger rent was not paid in arrears



**Napa County Housing Authority  
Quarterly Monitoring  
For the Quarter Ended March 31, 2024**

**Procedures** (continued)

**5. Donations**

Verified donation letter or receipts for all donations received.

**Conclusion**

Based on our review, we believe that overall CHDC was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended March 31, 2024.

**Napa County Housing Authority  
Quarterly Monitoring  
For the Quarter Ended March 31, 2024**

**Exhibit A**

**Accounts Receivable Schedule**

| <b>Category</b>                                                     | <b>Amounts</b>  |
|---------------------------------------------------------------------|-----------------|
| Lodgers, departed for at least 18 months                            |                 |
| <b>Total Recommended A/R Write-Offs</b>                             | <b>\$ 1,472</b> |
| Lodgers, departed less than 18 months                               | 1,590           |
| Lodgers, current delinquent tenants with at least \$420 balance due |                 |
| Lodgers, current tenants with less than \$420 balance due           | 4,208           |
| <b>Total Accounts Receivable</b>                                    | <b>\$ 7,270</b> |

**Recommended Accounts Receivable Write-offs**

*(Lodgers, departed for at least 18 months)*

| <b>Center</b>                           | <b>Lodger Count</b> | <b>Amounts</b>  |
|-----------------------------------------|---------------------|-----------------|
| River Ranch                             | 4                   | \$ 756          |
| Mondavi                                 | 1                   | 210             |
| Calistoga                               | 2                   | 506             |
| <b>Total Recommended A/R Write-offs</b> | <b>7</b>            | <b>\$ 1,472</b> |

**Napa County Housing Authority**  
**Quarterly Monitoring**  
**For the Quarter Ended March 31, 2024**

**Exhibit B**

**Prepaid Schedule**

| <u>Category</u>                                | <u>Amounts</u>   |
|------------------------------------------------|------------------|
| Lodgers, departed for at least 18 months       |                  |
| <b>Total Recommended Prepaid Write-Offs</b>    | <b>\$ 28</b>     |
| Lodgers, departed less than 18 months          | 394              |
| Lodgers, current tenants with prepaid balances | 16,560           |
| <b>Total Prepaids</b>                          | <b>\$ 16,982</b> |

**Recommended Prepaid Write-offs**

*(Lodgers, departed for at least 18 months)*

| <u>Center</u>                               | <u>Lodger Count</u> | <u>Amounts</u> |
|---------------------------------------------|---------------------|----------------|
| River Ranch                                 | 1                   | \$ 14          |
| Mondavi                                     | 1                   | 14             |
| Calistoga                                   | 0                   | -              |
| <b>Total Recommended Prepaid Write-Offs</b> | <b>2</b>            | <b>\$ 28</b>   |



# 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:** 6/4/2024

**File ID #:** 24-858

---

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze, Auditor Controller  
**REPORT BY:** Celeste Gonzalez, Management Analyst  
**SUBJECT:** Approve and authorize Amendment No. 3 to Agreement No. 210126B and Agreement No. 240413B with MGT of America Consulting LLC

---

### **RECOMMENDATION**

Approve and authorize Amendment No. 3 to Agreement No. 210126B with MGT of America Consulting LLC for SB90 claim services and Agreement No. 240413B with MGT of America Consulting LLC for A-87 Indirect Cost Plan subscription services. (Fiscal Impact: \$8,900 Expense Reduction; Central Services; Budgeted; Discretionary)

### **BACKGROUND**

Passed by the Legislature in 1972, SB90 states that if the Legislature or a state agency mandates that a local government provide a new or enhanced service, they must provide funding for the cost of providing the new or enhanced services. The State Controller's Office is tasked with paying claims when the State Legislature provides a budget allocation for that purpose.

The CFR Part 225 Cost Allocation Plan (Indirect Cost Plan) is used by the State and Federal governments as an acceptable methodology for billing indirect costs for funded services including road projects, health and human services allocations, grants and other programs.

MGT of America Consulting LLC is a highly qualified firm providing these specialized services. They work closely with many counties, the California State Association of Counties (CSAC) and the State Controller's Office to ensure full reimbursement of eligible SB90 claims filed in a complete and timely manner in addition to preparing the Indirect Cost Plans for other jurisdictions. The County Executive Office and the Auditor-Controller track all SB90 claims filed with the State Controller's Office and oversee the cost plan process. Although the State is not fully reimbursing SB90 at this time, the County has received payments for previous

claims submitted and it's important to continue to submit claims for future payment. The County could lose out on significant revenue annually if SB90 claims or the Indirect Cost Plan are not prepared appropriately and timely.

In 2013, the County issued a Request for Proposals and selected MGT of America for the preparation of SB90 reimbursement claims and the Indirect Cost Plan. An agreement was executed by the Purchasing Agent effective July 1, 2013 through June 20, 2014 with the provision of a one-year automatic renewal. The original agreement was amended and modified carrying it through Fiscal Year 2018-2019, ending June 30, 2019.

Effective October 6, 2020, the County entered into Amendment No. 1 of Agreement No. 210126B, increasing the maximum compensation to \$34,119 per fiscal year and extending the term through June 30, 2022. Approval of Amendment No. 1 increased the maximum amount in line with MGT's rate increase, extend the term of the contract for one additional fiscal year, and ensure continuity of service provision for this fiscal year while staff initiate a Request for Proposals for Fiscal Year 2022-2023.

On June 21st, 2022 the Board of Supervisors approved Amendment No. 2 to Agreement No. 210126B with MGT of America Consulting LLC increasing the maximum amount by \$1,681 for a new annual maximum amount of \$35,800 for the term July 1, 2022 through June 30, 2023, with the option of two (2) automatic renewals, to ensure continuity of service provisions, for the preparation of SB 90 reimbursement claims and the annual Indirect Cost Allocation Plan.

Amendment No. 3 to Agreement No. 210126B reduces the maximum payment from \$35,800 to \$16,900 with a reduction in scope of work for OMB A-87 Cost Report Services. With a desire to develop the A-87 Indirect Cost Allocation Plan within the County of Napa, a related Agreement 240413B for subscription services will provide the Auditor-Controller's Office with the necessary software to develop the Indirect Cost Allocation Plan in-house for \$10,000 for a term of June 4, 2024 to June 30, 2027. Without this software the County will continue to work with MGT of America to develop the A-87 Indirect Cost Allocation Plan at a higher cost. The requested actions reduce overall maximum payments to MGT of America LLC by \$8,900.

#### Requested Action:

1. Approve Amendment 3 to Agreement No. 210126B with MGT of America Consulting LLC
2. Approve Agreement No. 240413B with MGT of America Consulting LLC

#### **FISCAL & STRATEGIC PLAN IMPACT**

|                           |                  |
|---------------------------|------------------|
| Is there a Fiscal Impact? | Yes              |
| Is it currently budgeted? | Yes              |
| Where is it budgeted?     | Central Services |

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

This service is necessary to ensure the accurate and timely preparation of SB90 claims and the Indirect Cost Plan. These items are critical for the County to seek reimbursement particularly from the State and Federal government for services provided.

Is the general fund affected?

Yes

Consequences if not approved:

If this item is not approved, the County will need to seek a new vendor or develop internal expertise to create SB90 claims and the Indirect Cost Plan. MGT provides these services and software to many local jurisdictions and the County benefits from their expertise.

**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.

### **AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 210126B**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 210126B** is made and entered into as of this 4<sup>th</sup> day of June, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MGT of America Consulting LLC, whose mailing address is 3600 American River Drive, Suite 150, Sacramento, CA 95864, hereinafter referred to as "CONTRACTOR."

#### **RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210126B (hereinafter referred to as "Agreement") in July 2020, for the provision of services relating to the management and processing of the County's state-mandated cost reimbursement process pursuant to SB90 as well as the preparation of the County's annual A-87 Indirect Cost Allocation Plan; and

**WHEREAS**, on July 1, 2022 the parties extended the term of the Agreement, added renewal provisions, and accordingly adjusted the compensation provision of the Agreement.

**WHEREAS**, the parties would like to revise the Scope of Work to remove section II and all references and costs regarding to the OMB A-87 Cost Report Services as described in Exhibit A.

#### **TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below:

1. Subparagraph (c) of Paragraph 3, "Compensation", is amended to read as follows:  
    "(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall not exceed a total of SIXTEEN THOUSAND NINE HUNDRED DOLLARS (\$16,900) for professional services provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred."
2. Exhibit "A" of the Agreement is rescinded and replaced by Exhibit "A-1" attached hereto and incorporated by reference herein, and all Agreement references to Exhibit "A" shall mean Exhibit "A-1."
3. Exhibit "B-1" of the Agreement is rescinded and replaced by Exhibit "B-2" attached hereto and incorporated by reference herein, and all Agreement references to Exhibit "B" or "B-1" shall mean Exhibit "B-2"
4. All other terms and conditions of Agreement 210126B not inconsistent with

this Amendment No. 3 shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 3 of Agreement 210126B was executed by the parties hereto as of the date first written above.

MGT of America Consulting LLC

By:   
A. Trey Traviesa, CEO

By:   
Patrick Dyer, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the  
State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair of the  
Board of Supervisors

"COUNTY"

|                                                                                                                      |                                                                                                                                                 |                                                                                    |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u></p> <p>Date: May 29, 2024</p> | <p>APPROVED BY THE<br/>NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By:<br/>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|



## **EXHIBIT "A-1"**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES - SB 90 State Reimbursement Claims**

1. Establish schedule and approach for completion of all new and annual cost reimbursement claims.
2. Identify new claims that are expected to become mandated programs. Provide descriptions of these claims and data collection needs to the appropriate County Department/Office and SB-90 Coordinator.
3. Meet on-site annually with all involved County Departments and provide training for program and fiscal staff on the required documentation and processes for filing claims.
4. Prepare Claiming Plans for each Department/Office and submit to each Department/Office and the County's SB-90 Coordinator.
5. Timely complete all claims to include Direct and Indirect Costs Rate Proposals (ICRP) as indicated and assemble required documentation. Follow up with each Department/Office as needed to complete information for each claim. Request assistance from the County's SB090 Coordinator as necessary.
6. Perform an internal quality assurance review of all claims.
7. Provide the completed claims to the County Executive Officer for review and signature at least three weeks prior to the claiming deadline.
8. Submit annual claims and required documentation with the State Controller's Office in a timely fashion and in all cases before the submission deadline.
9. Provide the County with copies of all submitted claims and documentation from the State Controller's Office, showing proof of timely filing and listing claim and amount.
10. Monitor the status of claims and payments. Provide the County with a list of all eligible claims and semi-annual reports on the status of those claims and payments.
11. Coordinate the County's overall claiming process. The County's SB-90 Coordinator will assist as necessary to facilitate the timely completion of work.
12. Regularly inform the County's SB-90 Coordinator of the status of the work and of any issues that arise.
13. Provide regular updates to the County's SB-90 Coordinator on changes in claiming rules and procedures.
14. Assist the County in establishing source documentation standards to support its claims.
15. Serve as a liaison with the State Controller's Office. Assist the County in responding to desk reviews or field audits by the State Controller for claims prepared and filed by Contractor.

#### **II. Removed with Amendment #3**

III. **COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-2"

COMPENSATION AND EXPENSE REIMBURSEMENT

|                                                   |                     |
|---------------------------------------------------|---------------------|
| SB 90 Professional Fees                           | \$16,900            |
| <del>Cost Allocation Plan Professional Fees</del> | <del>\$18,900</del> |

## NAPA COUNTY AGREEMENT NO. 240413B

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 4<sup>th</sup> day of June, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and MGT of America Consulting, LLC, a Florida limited liability company, whose mailing address is 4320 West Kennedy Boulevard, Tampa, Florida 33609, hereinafter referred to as “CONTRACTOR”;

#### RECITALS

**WHEREAS**, COUNTY wishes to obtain a subscription, as authorized by Government Code section 31000, to CONTRACTOR’s cloud-based SaaS solution, “Burso”, that performs various types of Cost Allocation Plans (CAPs) utilizing both imported and manually updated expenditure and statistical information; and performs double step-down calculations, and provides a suite of reports suitable for both Federal and Full Cost plan purposes; and

**WHEREAS**, CONTRACTOR is willing to provide such a subscription to COUNTY under the terms and conditions set forth herein; and

#### TERMS

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed 2 additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ten thousand dollars (\$10,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than quarterly to the to the Napa County Auditor who will remit payment no later than thirty (30) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Auditor-Controller upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties

imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR'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 CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in

the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Executive Office prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR 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 CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR 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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

**10. Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least sixty days prior to the effective date, as long as the date the



notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

**11. Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any

payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Tracy A. Schulze  
Napa County  
1195 Third Street, Suite B10  
Napa, CA 94559

CONTRACTOR

Legal/Contracts  
MGT of America Consulting, LLC  
4320 West Kennedy Blvd.  
Tampa, FL 33609

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

**15. Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Auditor-Controller. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

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

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from

breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

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

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

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

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

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Auditor-Controller.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal

right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

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

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

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

MGT of America Consulting LLC

By  5/28/2024  
A. Trey Traviesa, CEO

By  5/28/2024  
Patrick Dyer, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER, Chair  
Board of Supervisors

"COUNTY"

|                                                                                                                                                                                                                      |                                                                                                                                                          |                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By:  _____<br/>Deputy County Counsel</p> <p>Date: May 29, 2024<br/>_</p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|



## EXHIBIT “A”

### SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

#### I. DESCRIPTION OF SERVICES

- CONTRACTOR shall provide COUNTY with a subscription license to use their proprietary database tool and platform, Burso (the “MGT Platform”). This subscription grants the following to the COUNTY:
  - Non-Exclusive Rights in the MGT Platform: CONTRACTOR, under its Intellectual Property Rights, hereby grants to COUNTY during the Term, a limited, non-exclusive, and non-transferrable subscription license to permit Authorized Users to access and use the MGT Platform for the COUNTY's internal business purposes; provided that such access and use shall be (i) limited to cloud-based access to an instance of the MGT Platform that resides in object code form on servers controlled by CONTRACTOR and that CONTRACTOR makes available to COUNTY; (ii) via a browser approved by CONTRACTOR; and (iii) the MGT Platform shall in all respects be the current version generally made available by CONTRACTOR to all end users. As used in this paragraph, the term “Intellectual Property Rights” means any rights (whether owned or licensed) existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights. The term “Intellectual Property Rights” means those rights as they exist as of the Effective Date as well as all such rights subsequently acquired.
  - Post-Term Access: COUNTY may require access to the MGT Platform after the end of the Term solely for the purposes of accessing legacy information. For a period of five (5) years after the conclusion of the Term COUNTY shall have read only access to the MGT Platform solely for the purpose of accessing the COUNTY’s Data, if any.
  - Access Credentials: The term "**Access Credential**" means any access code, invitation code, user name, password, key, or other credential used to verify and authorize the use of the MGT Platform. CONTRACTOR relies on Access Credentials to verify Authorized Users in order to provide them with access to the MGT Platform. Accordingly, COUNTY agrees, and shall cause each Authorized User to agree, that: (i) Access Credentials shall not be shared with any party not contemplated by this Agreement; (ii) each party shall immediately notify the other party if the security, confidentiality, or integrity of the Access Credentials have been compromised; and (iii) COUNTY and each Authorized User are: solely responsible for maintaining the confidentiality of the Access Credentials. CONTRACTOR shall provide Access Credentials to COUNTY, and COUNTY shall be responsible for distributing the Access Credentials to

its Authorized Users. As used in this paragraph, the term “**Authorized User**” means any end user to whom COUNTY has provided the Access Credentials.

- Onboarding and Support Services shall be included with the subscription.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT “B”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

| <b>Service</b>                             | <b>Price</b>                                                                                                    |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Burso subscription                         | Eight thousand (\$8,000) U.S. Dollars per year payable in equal quarterly installments                          |
| Four (4) hours of consulting time per year | Included in subscription cost.                                                                                  |
| Additional consulting per hour             | \$275 per hour not-to-exceed a total of two thousand (\$2,000) U.S. Dollars per year.<br><br>[about 7.25 hours] |

**EXHIBIT "C"****[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE  
INVOICE**

INVOICE # \_\_\_\_\_

DATE: \_\_\_\_\_

**TO:**

[Customer Name]

[Street Address]

[City, ST ZIP Code]

**FOR:**

[Project or service description]

Contract No.

| Date   | DESCRIPTION                                  | Employee &<br>Title | HOURS | RATE     | AMOUNT |
|--------|----------------------------------------------|---------------------|-------|----------|--------|
| 1/1/15 |                                              | Smith,              |       |          |        |
| 1/1/15 | Site visit/investigation 123 Main St,        | Engineer            | 1.5   | \$165.00 | 247.50 |
| 1/1/15 | Napa.                                        | Smith,              | 1     | \$165.00 | 165.00 |
|        | Conf w/Owner                                 | Engineer            | 4     | \$165.00 | 660.00 |
|        | AutoCad, Bldg X, 3 <sup>rd</sup> Floor       | Smith,              |       |          |        |
|        |                                              | Engineer            |       |          |        |
| 1/2/15 | Rev plans, phone conf w/Owner                | Jones, PE           | 1.75  | \$195.00 | 341.25 |
| 1/2/15 |                                              | Smith,              |       |          |        |
| 1/2/15 | AutoCad Bldg X, 3 <sup>rd</sup> Floor        | Engineer            | 4     | \$165.00 | 660.00 |
|        | Conf w/Owner re 2 <sup>nd</sup> Floor        | Smith,              | .5    | \$165.00 | 82.50  |
|        |                                              | Engineer            |       |          |        |
| 1/3/15 | Mtg w/Jones re 2 <sup>nd</sup> Floor; conf   | Smith,              |       |          |        |
| 1/3/15 | w/Owner                                      | Engineer            | 1.5   | \$165.00 | 247.50 |
|        | Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> | Jones, PE           | 1.5   | \$195.00 | 292.50 |
|        | Floor                                        |                     |       |          |        |
| TOTAL  |                                              |                     |       |          |        |



# 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:** 6/4/2024

**File ID #:** 24-924

---

**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 May 21, 2024 regular meeting. (No Fiscal Impact)

### **BACKGROUND**

Approval of minutes from the May 21, 2024 regular meeting.

### **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.



## Meeting Minutes

### Napa County Board of Supervisors

Joelle Gallagher, District 1  
Ryan Gregory, District 2  
Anne Cottrell, District 3  
Alfredo Pedroza, 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](http://www.countyofnapa.org)

---

**Tuesday, May 21, 2024**

**9:00 AM**

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

---

1. CALL TO ORDER; ROLL CALL

**Present: Chair Joelle Gallagher, Vice-Chair Anne Cottrell, Supervisors Ryan Gregory, Alfredo Pedroza and Belia Ramos. The meeting was called to order by Chair Joelle Gallagher.**

2. PLEDGE OF ALLEGIANCE

**Chair Joelle Gallagher led the assembly in the Pledge of Allegiance.**

3. PET OF THE WEEK

**Animal Shelter Manager Katie Ribardiere presented the Pet of the Week (Peeps).**

4. PROCLAMATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation recognizing May 2024 as “Asian American and Pacific Islander (AAPI) Heritage Month” in Napa County. (No Fiscal Impact)

[24-722](#)

**Chair Joelle Gallagher presented the proclamation.**

**Fil-Am of American Canyon Past President Elmer Manaid accepted the proclamation.**

**Fil-Am of American Canyon President Jodl Cruz made presentation.**

- B. Presentation of a Proclamation recognizing May 2024 as “CalFresh Awareness Month” in Napa County. (No Fiscal Impact) [24-788](#)

**Chair Joelle Gallagher presented the proclamation.**

**Deputy Director of Health and Human services Agency- Self Sufficiency Programs  
Lynn Perez accepted the proclamation and made presentation.**

**Napa County Farmers Market Executive Director Cara Mae Wooldge made presentation.**

5. CONSENT CALENDAR - SPECIAL DISTRICTS

**Motion Text: Approve the Special Districts Consent Calendar.**

**Voting Yes: Ramos, Pedroza, Cottrell, Gregory, and Gallagher**

**Recusals: None**

**Result: Passed**

Napa County Housing Authority

- A. Acceptance of donation report for quarter ending March 31, 2024 (Fiscal Impact \$20,925 Revenue; Housing Authority Fund; Budgeted; Discretionary) [24-744](#)

Lake Berryessa Resort Improvement District

- B. Approve and authorize Amendment No. 4 to Agreement No. 190141B (LBRID) with Specialized Utility Services Program (SUSP) to increase the total contract amount by \$33,000 for a new maximum of \$388,200 for Fiscal Year 2023-2024 and approval of a Budget Amendment to increase appropriations in the operations budget. (Fiscal Impact: \$70,000 Expense, Lake Berryessa Resort Improvement District (LBRID), Not budgeted; Discretionary) [24-589](#)  
[4/5 vote required]

**Enactment No: A-190141B Amend. 4 (LBRID)**

Napa Berryessa Resort Improvement District

- C. Approve and authorize Amendment No. 4 to Agreement No. 190142B (NBRID) with Specialized Utility Services Program (SUSP) for a new annual maximum of \$390,000 to provide continued operations, management, and maintenance services for the District's water and wastewater facilities through June 30, 2024. (Fiscal Impact: \$50,000 Expense; NBRID Fund; Budgeted; Discretionary) [24-587](#)

**Enactment No: A-190142B Amend. 4 (NBRID)**

## 6. CONSENT CALENDAR

**Motion Text:** Approve the Consent Calendar.  
**Voting Yes:** Pedroza, Cottrell, Gregory, Ramos, and Gallagher  
**Recusals:** None  
**Result:** Passed

## Agricultural Commissioner

- A. Approve and authorize Amendment No. 1 to Agreement No. 170682B with the California Department of Food and Agriculture (CDFA), increasing the contract maximum by \$9,280 for a new maximum of \$410,574 for reimbursement of expenditures associated with the pest detection program. (Fiscal Impact: \$410,574 Revenue, General Fund, Budgeted, Mandatory)

[24-861](#)

**Enactment No:** A-170682B Amend. 1

## Auditor-Controller

- B. Deny three (3) State assessed unitary property tax refund claims for return of 2019-20 taxes paid on Assessor Parcel No. 799-000-161 and 2021-22 taxes paid on Assessor Parcel Nos. 799-000-162 and 799-000-218 in accordance with Revenue and Taxation Code section 100 and Sections 5096 and 5097 (two Telecom, one Utility company). (Fiscal Impact: \$3,353,653 Revenue; Discretionary)

[24-715](#)

## Clerk of the Board

- C. Approval of minutes from the May 7, 2024 regular meeting. (No Fiscal Impact)

[24-873](#)

## Corrections

- D. Approve and authorize Amendment No. 1 to Agreement No. 200042B with Spearhead Protection, Inc., extending the term through June 30, 2027, with an automatic renewal of up to two additional one-year terms for as-needed security services for incarcerated persons requiring medical care outside the jail at Queen of the Valley Medical Center and/or hospitals or medical facilities inside/outside of Napa County. (Fiscal Impact: \$120,000 expense; General Fund; Budgeted; Discretionary)

[24-862](#)

**Enactment No:** A-200042B Amend. 1

- E. Approve and authorize Amendment No. 2 to Agreement No. 170074B with Bombola Agency, Inc. for the term July 1, 2024, through June 30, 2027, with an automatic renewal of up to two additional one-year terms for pre-employment background investigations. (Fiscal Impact; \$55,000 expense; General Fund; Budgeted; Discretionary)

[24-867](#)

**Enactment No:** A-170074B Amend. 2



- F. Approve and authorize Amendment No. 3 to Agreement No. 170721B, with Los Carneros Investigative Services for the term July 1, 2024, through June 30, 2027, with an automatic renewal of up to two additional one-year terms for polygraph examinations. (Fiscal Impact; \$25,000 expense; General Fund, Budgeted; Mandatory) [24-870](#)

**Enactment No: A-170721B Amend. 3**

- G. Approve and authorize Amendment No. 1 to Agreement No. 200124B with Fakouri Electrical Engineering, Inc., for the term July 1, 2024, through June 30, 2027, with automatic renewal of two additional one-year terms to obtain uninterruptible power supply system routing maintenance and emergency services at the jail. (Fiscal Impact; \$25,000 expense; General Fund, Budgeted; Discretionary) [24-872](#)

**Enactment No: A-200124B Amend No. 1**

County Counsel

- H. Adopt an Ordinance Reviewing and Approving Previously Adopted Ordinance No. 1476 Relating to the Sheriff's Office Military Equipment Use Policy, Pursuant to AB 481. (No Fiscal Impact) [24-738](#)

**Enactment No: O-1490**

- I. Approve and authorize Amendment No. 4 to Agreement No. 190327B with Kaplan Kirsch Rockwell (KKR) to provide legal advice related to land use, airport development, airport land use consistency and other legal issues. (Fiscal Impact: \$100,000 Expense; Airport Fund; Budgeted; Discretionary) [24-816](#)

[4/5 vote required]

**Enactment No: A-190327B Amend. 4**

- J. Adopt a resolution replacing the County Executive Officer as a permanent position on the Napa County Deferred Compensation Board of Control with the Assistant County Executive Officer. (No Fiscal Impact) [24-818](#)

**Enactment No: R-2024-47**

County Executive Office

- K. Approve Amendment No. 1 to Agreement No. 220095B with Visit Napa Valley, INC. to authorize annual contributions up to \$500,000 annually for five years. (Fiscal Impact: \$500,000 Expense, Napa Valley Tourism Improvement District-Unincorporated; Budgeted; Discretionary) [24-856](#)

**One (1) person spoke during public comment.**

**Enactment No: A-220095B Amend. 1**

---

County Fire Department

- L. Accept donation of a 2023 Can-Am Defender Max Limited Utility Terrain Vehicle (UTV) and a 2024 Cargo Express Trailer from the Deer Park Firefighters Association and Community Friends. (No Fiscal Impact; Fire Fund; Not Budgeted; Discretionary) [24-726](#)  
[4/5 vote required]
- M. Approve a Budget Amendment to complete the buildout of two replacement mechanic service trucks; waive competitive bidding requirements for specialized equipment and services; and authorize assets to be deemed as surplus and disposed at public auction. (Fiscal Impact: \$30,000; Fire Fund; Not Budgeted; Discretionary) [24-881](#)  
[4/5 vote required]

## Health and Human Services Agency

- N. Approve and authorize Amendment No. 1 to Agreement No. 230316B with A&A Health Services, LLC, to increase the contract maximum by \$250,000 for a new annual contract maximum of \$500,000 for Fiscal Year 2023-2024, and each subsequent renewal, for the provision of adult residential care for Mental Health clients. (Fiscal Impact: \$500,000 Expense; Health and Human Services Agency Fund, Behavioral Health Division; Budgeted; Mandatory). [24-747](#)  
**Enactment No: A-230316B Amend. 1**
- O. Approve and authorize Agreement No. 240373B with The Regents of the University of California - Davis Campus Continuing and Professional Education for a contract maximum of \$181,815 for Fiscal Year 2024-2025 for the provision of training services for staff and affiliated contractors. (Fiscal Impact: \$181,815 Expense; Health and Human Services Agency Fund, Multiple Divisions; Budgeted; Discretionary) [24-748](#)  
**Enactment No: A-240373B**
- P. Approve and authorize Agreement No. 250003B with Panoramic Software, Inc., for a contract maximum of \$109,000 for the term July 1, 2024 through June 30, 2029 for PG-Pro Web application software. (Fiscal Impact: \$109,000; Health and Human Services Agency Fund, Comprehensive Services for Older Adults; Budgeted; Discretionary). [24-751](#)  
**Enactment No: A-250003B**
- Q. Approve the CalWORKs System Improvement Plan (Cal-SIP) Report for implementation as mandated by the State. (No Fiscal Impact; Mandatory). [24-770](#)

## Human Resources – Division of CEO’s Office

- R. Adopt a Resolution to amend the Table and Index of Classes and appropriate personnel policies to add the Staff Assistant I/II - BOS classifications to Non-Classified (Other) employee group and remove from the Confidential employee group. (No Fiscal Impact) [24-874](#)

**Enactment No: R-2024-48**

- S. Resolution to amend Napa County Policy Manual Part I: Section 37C-1 Management Compensation Plan - Management Classified, 37C-3 Management Compensation Plan - Management Non-Classified (Other), and 37C-4 Management Compensation Plan - Confidential. (No Fiscal Impact) [24-877](#)

**Enactment No: R-2024-49**

## Information Technology Services – Division of CEO’s Office

- T. Approve and authorize Amendment No. 5 to Agreement No. 200378B with TruePoint to extend the term of the Agreement through June 30, 2025 for on-call software support. (No Fiscal Impact) [24-666](#)

**Enactment No: A-200378B Amend. 5**

## Library

- U. Accept a donation in the amount of \$48,700 from the Napa County Library Foundation and authorize a letter of appreciation. (Fiscal Impact, \$48,700 Revenue; Napa County Library Fund; Budgeted; Discretionary) [24-821](#)
- V. Accept additional funding from the California Library Literacy Services (CLLS) in the amount of \$4,786 for the Adult Literacy Program, bringing the total grant funding for Fiscal Year 2023-2024 to \$47,860. (Fiscal Impact, \$4,786 Revenue; Napa County Library Fund; Budgeted; Discretionary) [24-860](#)

## Planning, Building and Environmental Services (PBES)

- W. Adopt a Resolution authorizing the submittal of an application to the Department of Resources Recycling and Recovery for a solid waste Local Enforcement Agency Grant in the amount of \$18,005 for Fiscal Year 2024-2025 and authorize the Director of Planning, Building, and Environmental Services to execute the necessary grant documents. (Fiscal Impact: \$18,005 Revenue; General Fund; Budgeted; Discretionary) [24-859](#)

**Enactment No: R-2024-50**

## Public Works

- X. Approve a Budget Amendment to fund the “Juvenile Justice Center (JJC) Security System Maintenance Project.” (Fiscal Impact: \$150,000 Expense; Capital Projects Fund; Not Budgeted; Discretionary) [24-768](#)  
[4/5 Vote Required]

- Y. Adopt a Resolution to accept Preliminary Engineer’s Report, approve the service plan, and schedule the public hearing for June 11, 2024, at 2:00 p.m. to levy assessments of \$143,312 to fund services in County Service Area (CSA) No. 3 for Fiscal Year 2024-25. (Fiscal Impact: net zero, CSA No. 3; Discretionary) [24-787](#)

**Enactment No: R-2024-51**

## Sheriff

- Z. Approve and authorize Amendment No. 20 of revenue Agreement No. 200005B (formerly Agreement No. 3220) with the City of American Canyon for the provision of law enforcement services within the City’s municipal boundaries. (Fiscal Impact: \$30,837,529 revenue; General Fund; Budgeted; Discretionary) [24-729](#)

**Enactment No: A-200005B Amend. 20**

- AA. Authorize the purchase of a capital asset for a replacement X-ray generator with appropriation authority for the Sheriff’s Office due to the current devices being unserviceable. (Fiscal Impact: \$6500 expense; General Fund, Not Budgeted; Mandatory) [24-876](#)  
[4/5 vote required]

## 7. PUBLIC COMMENT

**None**

**8. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS**

**Supervisor Ryan Gregory reported on attending the annual pancake breakfast at the Dry Creek-Lokoya volunteer fire station that was also attended by Napa County Fire Administrator David Shew, as well as representatives from Cal Fire and Napa Communities Firewise Foundation.**

**Vice Chair Anne Cottrell praised Public Works staff regarding Item 6X. The department had previously obtained a bid for \$1.7 million for juvenile hall repairs but later discovered replacement parts and completed the work themselves for \$150 thousand. Vice Chair Cottrell reported on a trip to Monterey on behalf of the Rural County Representatives of California (RCRC) where they toured lettuce fields and an 800-unit farm worker housing project. Lastly, Vice Chair Cottrell acknowledged the Deer Park Firesafe Council, which includes many Deer Park volunteer firefighters, who came out to Tucker Farm Center last Sunday to help with defensible space work. The Council is looking to do other volunteer work for people in need.**

**Supervisor Belia Ramos reported on the new Wine Country Airporter Service, a partnership between private and public agencies, such as Napa Valley Transportation Authority (NVTA) and Caltrans, to utilize park and ride lots to provide shuttle transportation to and from San Francisco International Airport. Supervisor Ramos also shared that during a trip to Washington, DC last week to advocate on behalf of the Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission (MTC) whenever she introduced herself, no one asked where Napa was located but frequently provided compliments on the area, which was a source of pride. While she missed the local Bike to Work Day, Supervisor Ramos rode a bike through the Capitol and found how easy it was to maneuver through places with dedicated bike lanes, wider areas, and less parking allocated around intersections and was hopeful for Napa County.**

**Chair Joelle Gallagher reported there will be the raising of the Pride Flag in recognition of Pride Month and Harvey Milk Day tomorrow at 8:30 a.m. at the South County Campus and at 9:30 a.m. at the County Administration Building. Chair Gallagher thanked public commentor David Graves and suggested future discussions on how the County can work with the local tourism industry on how to best support the Glasgow Declaration and use climate resiliency as a marketing tool. Chair Gallagher reported on attending last week's Climate Action Committee (CAC) meeting which included the following: discussion of an opportunity to be part of a pilot program that would provide data for Electric Vehicle (EV) charging stations that will involve working with a Ph.D. student rather than a consultant; there has been great progress on the Regional Climate Action Plan with the Committee on track to have a final draft by the end this summer; and she commended Napa County Fire Administrator David Shew on his presentation on climate impacts of wildfires and the need to create climate resilient policies in fire severity zones. Lastly, Chair Gallagher reported she and several of her fellow Supervisors attended the annual Napa Valley Grapegrowers event which honored Paul Goldberg of Bettinelli Vineyards as the 2024 Grower of the Year, and they also attended the Heart of Napa Awards where the Napa Valley Farmworker Foundation received the award for Nonprofit of the Year.**

## 9. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

## 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None

## 11. ADMINISTRATIVE ITEMS

Clerk of the Board

- A. Appointment of one of the following applicants to serve on the Napa County Library Commission as a County of Napa Representative with a term of office commencing immediately and ending on January 31, 2027. (No Fiscal Impact)

[24-875](#)

Marie Paz B. Maurer  
Linda S. Bouwer  
Yuan D'antilio

**Motion Text:** Appoint Yan D'antilio per the recommendation of the Napa County Library Commission.

**Voting Yes:** Ramos, Gregory, Cottrell, Pedroza, and Gallagher

**Recusals:** None

**Result:** Passed

Housing & Homeless Services – Division of CEO's Office

- B. Receive a presentation of the "State of Housing in Napa Valley" report.  
(No Fiscal Impact)

[24-737](#)

**Director of Housing and Homeless Services Jennifer Palmer made presentation.**

**Generation Housing Executive Director Jen Klose made presentation.**

**Generation Housing Research Manager Max Zhang made presentation.**

**Discussion held.**

**Three (3) people spoke during public comment.**

## Library

- C. Approve the Arts & Culture Advisory Committee's annual grant award recommendations as part of the Community Investment program for Fiscal Year 2024-25. (Fiscal Impact: \$242,753; General Fund; Budgeted; Discretionary) [24-798](#)

**Director of Library Services and Community Outreach Anthony Halstead and Napa Valley Arts Council President/CEO Christopher DeNatale made presentation.**

**Discussion held.**

**Motion Text: Approve the recommendations.**

**Voting Yes: Gregory, Ramos, Cottrell, Pedroza, and Gallagher**

**Recusals: None**

**Result: Passed**

12. PUBLIC HEARING - SPECIAL DISTRICTS

Napa Berryessa Resort Improvement District

- A. PUBLIC HEARING - Water/Sewer Availability Charge [24-312](#)

Adopt a Resolution accepting the District Engineer's report and imposing the availability (standby) charges for Fiscal Year 2024-2025 of \$10 per parcel per month for water service, and \$10 per parcel per month for sewer service for the Napa Berryessa Resort Improvement District (NBRID) and receive a presentation of NBRID's operating budget forecasts and available options to address annual revenue shortfalls and State Program funding sources of prioritized capital improvement projects, subsequent to the certified Median Household Income Survey Report. (Fiscal Impact: \$127,300 Revenue; NBRID Fund; Budgeted; Discretionary)

**Chair Joelle Gallagher opened the public hearing.**

**District Engineer Christopher Silke made presentation.**

**Discussion held.**

**Chair Joelle Gallagher closed the public hearing.**

**Motion Text: Adopt the Resolution.**

**Voting Yes: Cottrell, Gregory, Pedroza, Ramos, and Gallagher**

**Recusals: None**

**Result: Passed**

**Enactment No: R-2024-01 (NBRID)**

## Silverado Community Services District

## B. PUBLIC HEARING - Special Tax

[24-716](#)

Conduct a public hearing to consider any objections or protests with respect to special taxes for the Silverado Community Services District (SCSD), accept the Annual Special Tax Report for Fiscal Year 2024-25, and adopt the recommended special tax totaling \$218,584 for Fiscal Year 2024-25. (Fiscal Impact: net zero; SCSD; Discretionary)

**Chair Joelle Gallagher opened the public hearing.**

**Director of Public Works Steven Lederer made presentation.**

**Chair Joelle Gallagher closed the public hearing.**

**Motion Text: Approve the requested actions.**

**Voting Yes: Cottrell, Gregory, Pedroza, Ramos, and Gallagher**

**Recusals: None**

**Result: Passed**

## 13. PUBLIC HEARINGS

## Planning, Building and Environmental Services (PBES)

## A. PUBLIC HEARING - Sixth Cycle Housing Element Update Rezones

[24-745](#)

Introduction and Intent to Adopt an Ordinance Implementing Sixth Cycle Housing Element Update Rezoning And Modifications To Title 18 Of The Napa County Code. (No Fiscal Impact)

**Correction Memorandum provided.**

**Chair Joelle Gallagher opened the public hearing.**

**Planning, Building, and Environmental Services Supervising Planner Trevor Hawkes made presentation.**

**Discussion held.**

**Chair Joelle Gallagher closed the public hearing.**

**Motion Text: Approve the intent to adopt the Ordinance as amended to include NOI-2 to Napa County Code Section 18-60.120.**

**Voting Yes: Gregory, Pedroza, Cottrell, Ramos, and Gallagher**

**Recusals: None**

**Result: Passed**



**B. PUBLIC HEARING - Inn at the Abbey Development Agreement**[24-852](#)

Discussion and direction regarding revised proposed terms of a Development Agreement between Napa County and Jackson Family Investments, LCC (Applicant or Owner), concerning their existing Use Permit Major Modification application, #P19-00038-MOD, the Inn at the Abbey. (No Fiscal Impact)

**Chair Joelle Gallagher opened the public hearing.**

**The Board of Supervisors provided disclosures.**

**Director of Planning, Building and Environmental Services Brian Bordona made presentation.**

**Project representative attorney Rob Anglin made presentation.**

**Discussion held.**

**Two (2) people spoke during public comment.**

**Direction provided to staff.**

**Motion Text: Approve the revised terms of the Development Agreement.**

**Voting Yes: Gregory, Pedroza, Cottrell, Ramos, and Gallagher**

**Recusals: None**

**Result: Passed**

**14. CLOSED SESSION****A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)**[24-855](#)

Agency Designated Representatives:

Christine Briceño, Director of Human Resources

Employee Organization: SEIU Local 1021 - NAPE

(Public Services Employee Unit and  
Supervisory Unit of the Napa County)

Unrepresented Employees: Non-Classified, Management and  
Confidential Employees of the Napa County (Excluding Elected Officials)

**Closed session held. Direction was given to staff. No reportable action.**

- B. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))  
Title: Public Defender

[24-857](#)

**Closed session held. No reportable action.**

15. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,  
TUESDAY, JUNE 4, 2024 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:** 6/4/2024

**File ID #:** 24-593

---

**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Becky Craig, Assistant County Executive Officer  
**SUBJECT:** Courthouse Construction Fund

---

### **RECOMMENDATION**

Approve a Budget Amendment increasing Courthouse Construction Fund appropriation to remit excess collections to the State. (Fiscal Impact: net zero; Courthouse Construction Fund; Not Budgeted; Mandatory).

[4/5 vote required]

### **BACKGROUND**

On September 26, 2023 the Board of Supervisors approved a resolution and budget amendment to close the Courthouse Construction Fund (Fund 3000, Subdivision 3002500). The Board resolution terminated penalties and outstanding account balances funding the Courthouse Construction Fund and approved remitting the remaining balance, approximately \$3,950,000 at the time, to the State Judicial Counsel of California.

The budget amendment which the Board approved at the time was adequate for the anticipated balance. In the succeeding months, a capital project was completed with savings, penalties tapered, and interest income continued. The Courthouse Construction Fund's balance now exceeds the available appropriation. Staff recommends a budget amendment to recognize the additional revenue and to increase budgetary authority to process the remittance at fiscal year's end.

### **Requested Action:**

1. Approve a Budget Amendment increasing Courthouse Construction Fund - Other Financing Uses (3002500-56900) up to \$4,200,000 offset by use of available fund balance and other available appropriations to remit the excess collections to the State.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                  |
|-----------------------------------|------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                              |
| Is it currently budgeted?         | No                                                               |
| Where is it budgeted?             | Capital Improvements Fund, Subdivision 30025                     |
| Is it Mandatory or Discretionary? | Mandatory                                                        |
| Is the general fund affected?     | No                                                               |
| Future fiscal impact:             | None, these actions will close the Courthouse Construction Fund. |
| Consequences if not approved:     | Napa County will be noncompliant with a state requirement.       |

**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:** 6/4/2024

**File ID #:** 24-683

---

**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Thomas C. Zeleny, Chief Deputy County Counsel  
**SUBJECT:** Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

---

### **RECOMMENDATION**

Adopt a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County.  
(No Fiscal Impact)

### **BACKGROUND**

CalFire conducted aerial surveys of Napa and Lake Counties in December of 2021 and January of 2022. The surveys revealed widespread conifer mortality due to the ongoing drought, and additional tree mortality exacerbated by populations of bark beetles, as fire and drought-stressed conifers provide ideal host material for a bark beetle population to establish and grow. On July 12, 2022, the Board of Supervisors heard a presentation on local tree mortality from experts in both entomology and tree mortality, and directed staff to return with a proposed resolution declaring a state of local emergency due to pervasive tree mortality in Napa County.

On September 13, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. Pervasive tree mortality in Napa County continues to present a substantial risk of dead and dying trees fueling high intensity wildfires imperiling persons, structures, crops and wildlife, destroying watersheds with incredible ecological diversity, and releasing huge quantities of greenhouse gases to the atmosphere. If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to pervasive tree mortality in Napa County and extend the emergency powers of County officials as set forth in Resolution No. 2022-132.

On September 5, 2023, Napa County sent a letter to Congressman Thompson seeking federal support to manage the Mediterranean Oak Borer, one of the invasive species attacking native trees in Napa Valley. Napa County is seeking funding to understand the biology of this beetle, determine its spread, identify an effective means of management, and for removal and disposal of infected trees on public and private property.

During the State of Local Emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinance and resolution of Napa County. Continuing the State of Local Emergency also maintains the County's eligibility to receive mutual aid and other resources from the State or other agencies.

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                                                               |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | No                                                                                                                                                                                                                                                                                            |
| Is it currently budgeted?         | No                                                                                                                                                                                                                                                                                            |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                                                 |
| Discretionary Justification:      | To seek and be eligible for state and federal assistance to address the emergency.                                                                                                                                                                                                            |
| Is the general fund affected?     | No                                                                                                                                                                                                                                                                                            |
| Future fiscal impact:             | Staff cost of placing this item on the Board agenda every 60 days for renewal until termination.                                                                                                                                                                                              |
| Consequences if not approved:     | Pervasive tree mortality in Napa County could constitute a significant threat to the economic and environmental health and safety of persons and property due to increased risk of high intensity wildfire, diminished air quality, and overall quality of life for residents in Napa County. |

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

**NAPA COUNTY RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF  
LOCAL EMERGENCY DUE TO PERVASIVE TREE MORTALITY**

**WHEREAS**, Government Code section 8630 authorizes local governing bodies to proclaim local emergencies when such events occur as are described in California Government Code section 8558(c)(1); and

**WHEREAS**, Government Code section 8630 further provides that the local governing body review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

**WHEREAS**, on September 13, 2022, the Board of Supervisors proclaimed a state of local emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132; and

**WHEREAS**, pervasive tree mortality persists in Napa County, presenting conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment and facilities of Napa County, as defined in Government Code section 8558(c)(1);

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, that pursuant to Government Code section 8630 a continued state of local emergency exists due to pervasive tree mortality in Napa County.

**BE IT FURTHER RESOLVED**, that the measures previously taken by the Board of Supervisors in Resolution No. 2022-132 shall continue to have full force and effect.

*[remainder of page intentionally blank]*

**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 4th day of June, 2024, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 JOELLE GALLAGHER, Chair of the  
 Board of Supervisors

|                                                                                                                                                                                                                 |                                                                                                                                                                              |                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>         Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u><br/>         Chief Deputy County Counsel</p> <p>Date: <u>April 11, 2024</u><br/>         PL Doc. No. 112996</p> | <p>APPROVED BY THE NAPA COUNTY<br/>         BOARD OF SUPERVISORS</p> <p>Date: _____<br/>         Processed By: _____</p> <p>_____<br/>         Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>         Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|





# 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:** 6/4/2024

**File ID #:** 24-661

---

**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto, Director of Health and Human Services Agency  
**REPORT BY:** Jennifer Ivancie, Staff Services Analyst I  
**SUBJECT:** Amendment No. 3 to Agreement No. 180221B with Jump Technology Services, LLC

---

### **RECOMMENDATION**

Approve and authorize Amendment No. 3 to Agreement No. 180221B with Jump Technology Services, LLC, to increase the Fiscal Year 2024-2025 contract maximum by \$3,600 to \$24,335.36 to account for a one-time fee to integrate a new component to the case management software used by Health and Human Services Agency Comprehensive Services for Older Adults (CSOA) Adult Protective Services Program (APS) (Fiscal Impact: \$24,335.36 Expense; Health and Human Services Agency Fund, Comprehensive Services for Older Adults Division; Budgeted; Discretionary).

### **BACKGROUND**

Adult Protective Services Program (APS) is a State mandated program charged with the investigation of allegations of abuse and neglect perpetrated against dependent adults and individuals aged 60 years and older who reside outside of licensed facilities. APS works closely with the District Attorney's (DA) Office and local law enforcement agencies to provide protective services for this vulnerable population. Additionally, APS coordinates interventions and social services intended to maintain positive outcomes for individuals referred to the program.

Jump Technologies Services, LLC, provides LEAPS Software which assists the APS social worker in complying with State regulations and in maintaining a comprehensive database on all reports of abuse. Staff from County's APS program participated in a multi-county workgroup to inform the development of an Intake Screening Tool (IST) which, once embedded in the application, will provide consistency in screening and evaluation, supporting guided decision making and documentation in the intake process. This amendment to an agreement subject to automatic renewal reflects a one-time fee of \$3,600 to develop and implement the IST into the LEAPS Application.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                     |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                 |
| Is it currently budgeted?         | Yes                                                                                                                                 |
| Where is it budgeted?             | Health and Human Services Agency, Comprehensive Services for Older Adults Division                                                  |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                       |
| Discretionary Justification:      | These services allow APS staff to comply with State regulations and maintain a comprehensive database on all reports of abuse.      |
| Is the general fund affected?     | No                                                                                                                                  |
| Future fiscal impact:             | Appropriations will be included in the requested Fiscal Year 2024-2025 budget and future fiscal years will be budgeted accordingly. |
| Consequences if not approved:     | APS staff will lack the necessary resources for mandated APS documentation requirements.                                            |

**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. 180221B  
AMENDMENT NO. 3**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 180221B** is effective as of this 1st of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY," and **JUMP TECHNOLOGY SERVICES, LLC**, an Oklahoma Limited Liability Company located at 7633 E 63<sup>rd</sup> Place, Suite 300, Tulsa, OK 74133, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, as of July 1, 2020, COUNTY and CONTRACTOR entered into Napa County Renewal Agreement No. 180221B (hereinafter referred to as "Agreement") for CONTRACTOR to provide case management software for the Adult Protective Services Program; and

**WHEREAS**, as of April 5, 2022, the Parties amended the Agreement to increase the contract maximum through June 30, 2022 and each automatic renewal thereof; replaced Exhibit F with Exhibit F-1 (Budget) to reflect an increase in the training of Web Based users from four (4) to five (5); and to add the Home Safe support module; and

**WHEREAS**, as of July 1, 2023, the Parties amend the Agreement to increase the contract maximum through June 30, 2024 and each automatic renewal thereof; replaced Exhibit F-1 with Exhibit F-2 (Budget) to increase the number of users; and increased the maximum contract amount CONTRACTOR will be paid; and

**WHEREAS**, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to increase the contract maximum through June 30, 2025 and each automatic renewal thereof; replace Exhibit F-2 with Exhibit F-3 (Budget) to add the new intake tool; and increase the maximum contract amount CONTRACTOR will be paid.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. The maximum amount of the Agreement from the effective date of this Amendment No. 3 through June 30, 2025, shall be **Twenty-Four Thousand Three Hundred Thirty-Five Dollars and Thirty-Six Cents (\$24,335.36)**, reflecting an increase of **Three Thousand Six Hundred Dollars (\$3,600.00)**; and, the maximum amount of the Agreement from July 1, 2025 through June 30, 2026, and each automatic renewal thereof, shall be **Twenty Thousand Seven Hundred Thirty-Five Dollars and Thirty-Six Cents (\$20,735.36)**, reflecting a decrease of **Three Thousand Six Hundred Dollars (\$3,600.00)**, provided

however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit "F-2" is hereby replaced in its entirety with "Exhibit F-3" attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit "F-2" shall refer to "Exhibit F-3" from the effective date of this Amendment No. 3.
3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 180221B as of the date first written above.

JUMP TECHNOLOGY SERVICES, LLC

672369bc-0363-45f8-810c-  
8-810c-  
c2a33631442f  
Digitally signed by  
672369bc-0363-45f8-810c-  
c2a33631442f  
Date: 2024.05.20 14:30:32 -06'00'

By c2a33631442f

DENISE BRINKMEYER,  
CEO and President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By

JOELLE GALLAGHER  
Chair of the Board of Supervisors

"COUNTY"

|                                                                                                                                                                      |                                                                                                                                                          |                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Jo Ann Iwasaki Parker</u> by e-sign<br/>Deputy County Counsel</p> <p>Date: <u>May 16, 2024</u></p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

**EXHIBIT “F-3”**  
**BUDGET**  
**July 1, 2024 through June 30, 2025**  
**(and each automatic renewal thereof)**

**Fiscal Year 2024-2025 (July 1, 2024- June 30, 2025) ONLY**  
**ANNUAL CONTRACT MAXIMUM NO TO EXCEED \$24,335.36**

| <b>No.</b> | <b>Item</b>                    | <b>Description</b>                                                                                                                      | <b>Qty</b> | <b>Price</b> | <b>Total</b>       |
|------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|--------------------|
| 1          | LEAPS Users                    | LEAPS Hosting and Support: 11 -15 Users                                                                                                 | 1          | \$14,832.00  | \$14,832.00        |
| 2          | Quarterly Database Backup      |                                                                                                                                         | 1          | \$848.00     | \$848.00           |
| 3          | Training - Web Based Units     |                                                                                                                                         | 24         | \$108.00     | \$2,592.00         |
| 4          | Home Safe Support Module       | Includes Home Safe data element set up, mapping tools, data correct screens, shared portal for community partners, HSAPS19, HMIS export | 12         | \$130.28     | \$1,563.36         |
| 5          | System Modification Block Time | ISO Dashboard and Worker Activity Dashboard                                                                                             | 1          | \$900.00     | \$900.00           |
| 6          | New Intake Tool                | One time installment fee                                                                                                                | 1          | \$3,600.00   | \$3,600.00         |
|            |                                |                                                                                                                                         |            | <b>TOTAL</b> | <b>\$24,335.36</b> |

**Fiscal Year 2025-2026 (July 1, 2025- June 30, 2026) and each subsequent annual automatic renewal**  
**ANNUAL CONTRACT MAXIMUM NOT TO EXCEED \$20,735.36**

| <b>No.</b> | <b>Item</b>                | <b>Description</b>                      | <b>Qty</b> | <b>Price</b> | <b>Total</b> |
|------------|----------------------------|-----------------------------------------|------------|--------------|--------------|
| 1          | LEAPS Users                | LEAPS Hosting and Support: 11 -15 Users | 1          | \$14,832.00  | \$14,832.00  |
| 2          | Quarterly Database Backup  |                                         | 1          | \$848.00     | \$848.00     |
| 3          | Training - Web Based Units |                                         | 24         | \$108.00     | \$2,592.00   |

|   |                                |                                                                                                                                         |    |              |                    |
|---|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----|--------------|--------------------|
| 4 | Home Safe Support Module       | Includes Home Safe data element set up, mapping tools, data correct screens, shared portal for community partners, HSAPS19, HMIS export | 12 | \$130.28     | \$1,563.36         |
| 5 | System Modification Block Time | ISO Dashboard and Worker Activity Dashboard                                                                                             | 1  | \$900.00     | \$900.00           |
|   |                                |                                                                                                                                         |    | <b>TOTAL</b> | <b>\$20,735.36</b> |



# 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:** 6/4/2024

**File ID #:** 24-886

---

**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto, Director of Health & Human Services Agency  
**REPORT BY:** Jennifer Ivancie, Staff Services Analyst I  
**SUBJECT:** Amendment No. 3 to Agreement No. 200382B with Share the Care

---

### **RECOMMENDATION**

Approve and authorize Amendment No. 3 to Agreement No. 200382B with Share the Care to increase the contract maximum by \$57,750 for a new contract maximum of \$110,250 for Fiscal Year 2023-2024 and set the contract maximum for \$21,000 for Fiscal Year 2024-2025 to provide tangible support services to Health & Human Services Agency (HHSA) Comprehensive Services Adult Protective Services (APS) program. (Fiscal Impact: \$131,250 Expense; Health and Human Services Agency Fund, Comprehensive Services for Older Adults Division; Budgeted; Discretionary).

### **BACKGROUND**

Home Safe is a California Department of Social Services (CDSS) program designed to prevent or address homelessness to support the safety and housing stability of individuals involved in the APS program, individuals involved in the APS intake process, or who may appear eligible for APS and who are experiencing or at risk of homelessness. HHSA applied for and received Home Safe grant funds starting in 2022. These funds are available for counties only through Fiscal Year 2024-2025.

HHSA has used the funds to provide a wide range of supports to help APS involved clients maintain suitable housing, and one aspect of that support has included a contract with Share the Care (STC). STC is local organization that is a community partner of HHSA with a long history of providing services that support this population's ability to live safely and independently. The range of supports provided by Share the Care include, among other things, repair or replacement of essential appliances, plumbing and electrical repair, the provision of household goods, advocacy with utility companies, and decluttering services. Further, Share the Care has the ability to deploy these resources and services quickly and flexibly. Due to the growing need both in the number of APS clients, that increased by 16% in the current Fiscal Year, and their complex presenting issues, this contract is being increased in the current Fiscal Year and then decreased in the next as the Home Safe grant funding sunsets.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                 |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                             |
| Is it currently budgeted?         | Yes                                                                                                                                                                             |
| Where is it budgeted?             | Health and Human Services Agency Comprehensive Services for Older Adults                                                                                                        |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                   |
| Discretionary Justification:      | While there is no mandate to contract with this vendor, approval of this Agreement allows APS to provide mandated services when or if needed.                                   |
| Is the general fund affected?     | No                                                                                                                                                                              |
| Future fiscal impact:             | Appropriations have been included in the approved FY2023-2024 budget and requested FY2024-2025 budget.                                                                          |
| Consequences if not approved:     | If not approved, APS will be unable to use contractor's services for vulnerable elders and dependent adults that are in situations that jeopardize their health and well-being. |

**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. 200382B  
AMENDMENT NO. 3**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 200382B** is effective as of this 1st day of July, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **SHARE THE CARE NAPA VALLEY**, a California nonprofit corporation, whose mailing address is 162 South Coombs Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

**RECITALS**

**WHEREAS**, on May 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200382D, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide tangible support services pursuant to Welfare and Institutions Code Section 156763(g) for Adult Protective Services Clients; and

**WHEREAS**, on July 1, 2022, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR to reflect the addition of State-allocated Home Safe Funds; revise Specific Term and Condition 3.5 to extend the term of the Agreement by one fiscal year; replace Exhibit A (“Scope of Work”) with Exhibit A-1 to add the definition for Home Safe Funds; and to replace Exhibit B (“Compensation”) with Exhibit B-1 to add a budget and include the addition of Home Safe Funds; and

**WHEREAS**, as on July 1, 2023, the Parties amend the Agreement to revise Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2024; and

**WHEREAS**, as of the effective date of this Amendment No. 3, the Parties wish to further amend the Agreement to increase the contract maximum to accommodate higher utilization of services; revise Specific Term and Condition 3.5 to extend the term of the Agreement by one fiscal year; replace Exhibit A-1 (“Scope of Work”) with Exhibit A-2 with a clearer outline of services; and replace Exhibit B-1 (“Compensation”) with Exhibit B-2 to revise the payment structure and increase the maximum contract amount CONTRACTOR will be paid for FY2023-2024 and decrease the maximum contract amount CONTRACTOR will be paid for FY2024-2025.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. The maximum amount of the Agreement from the effective date of this Amendment No. 3 through June 30, 2024, shall be **One Hundred Ten Thousand Two Hundred Fifty Dollars (\$110,250.00)**, reflecting an increase of **Fifty-Seven Thousand Seven Hundred Fifty Dollars (\$57,750.00)**; and, the maximum amount of the Agreement from July 1, 2024 through June 30, 2025, shall be **Twenty-One Thousand (\$21,000.00)**, reflecting a

decrease of **Eighty-Nine Thousand Two Hundred Fifty Dollars (\$89,250.00)**, provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Section 3—Specific Terms and Conditions Section 3.5 is modified as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 and shall expire on **June 30, 2025**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

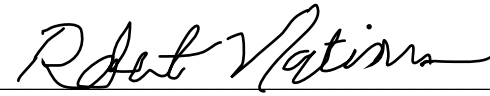
3. Exhibit A-1 is hereby replaced in its entirety with “Exhibit A-2” attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit “A-1” shall refer to “Exhibit A-2” from the effective date of this Amendment No. 3.
4. Exhibit B-1 is hereby replaced in its entirety with “Exhibit B-2” attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit “B-1” shall refer to “Exhibit B-2” from the effective date of this Amendment No. 3.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 200382B as of the date first written above.

SHARE THE CARE NAPA VALLEY

By   
HEATHER LUNA, Executive Director

By   
BOB NATIONS, Board President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER  
Chair, Board of Supervisors

“COUNTY”

|                                                                                                                                           |                                                                                                                                                          |                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u><i>Jo Ann Iwasaki Parker</i></u> by esign</p> <p>Date: May 20, 2024</p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

**EXHIBIT “A-2”**  
**SCOPE OF WORK**  
**July 1, 2023 through June 30, 2024**  
**(and each subsequent renewal terminating no later than June 30, 2025)**

**PURPOSE OF AGREEMENT**

COUNTY, through the Adult Protective Services (APS) unit of its Health and Human Services Agency (HHSA) is mandated by state law to protect dependent adults and the elderly from abuse and neglect whether perpetrated by others or by self. To fulfil its mandate, APS needs to be able to respond to unpredictable and often urgent situations that jeopardize the health, safety, and well-being of vulnerable elders and dependent adults in Napa County. This Agreement is intended to assist COUNTY in carrying out its mandate by utilizing Share the Care (“CONTRACTOR”), as an additional resource to protect elder and dependent adults and enable them to remain safely in their homes.

**1. DESCRIPTION OF SERVICES**

CONTRACTOR, a non-profit organization dedicated to advocating for and supporting vulnerable elders and dependent adults, has a long history of providing an array of services that support an individual’s independence and ability to live safely at home. CONTRACTOR agrees to provide administration of APS tangible support services funds and APS Home Safe funds, for the sole purpose of meeting urgent health ,safety, and housing needs of APS identified clients. CONTRACTOR agrees to accept any liability arising from the APS tangible support services funds administration.

**2. DEFINITIONS**

The following definitions shall apply to the Description of Services:

- a. **Dependent Adult** is defined as any person residing in California, between the ages of 18 and 59, who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- b. **Elder** is defined as any person residing in California, 60 years of age or older.
- c. **Tangible Support Services Funds** are defined as monies available to be spent on resources and/or services that are critical and necessary to protect an elder or dependent adult and preserve their ability to remain safely in their home. Tangible support services fund expenditures may include, but are not limited to, emergency food, clothing, repair or replacement of essential appliances, plumbing and electrical repair, blankets, linens, and other household goods.

- d. **Home Safe Funds** are described as funds available to be spent on any resource and /or service aimed at preventing or mitigating homelessness/housing issues for elder and/or dependent adults in or during the intake process for APS. Home Safe fund expenditures may include, but not be limited to, Landlord-Tenant mediation, housing cleanup, and repair.
- e. **Authorized Representative of the Client** is defined as someone the client chooses to act on his or her behalf or the legally appointed authority to act on behalf of the client.
- f. **Authorized Representatives of the Parties** are defined as the staff of the respective parties who are authorized, in connection with a specific case, to discuss, agree, and approve the provision of services.
  - i. For COUNTY, all authorizations for APS tangible support services and/or Home Safe funds expenditures shall be made by the APS Supervisor/Manager or by such APS staff as the Supervisor may designate in writing and communicate to CONTRACTOR.
  - ii. For CONTRACTOR, all agreements regarding the administration of APS tangible support services and/or Home Safe funds shall be made by the Executive Director of CONTRACTOR or by such staff as its Executive Director may designate in writing and communicate to the APS Supervisor/Manager.

### 3. **COUNTY RESPONSIBILITIES**

- a. When APS encounters a case that is determined to involve a threat to the safety, health, or well-being of an elder or dependent adult (“client”) who will benefit from APS tangible support services fund expenditures, APS supervisor will contact CONTRACTOR.
- b. APS Supervisor will provide CONTRACTOR with information regarding the client’s situation and will specify the type of resource(s) and/or service(s) needed and the timeframe in which the resource(s) and/or service(s) need to be provided.
- c. APS supervisor and CONTRACTOR will determine whether CONTRACTOR has the ability to provide the specified resource(s) and/or service(s).
- d. If CONTRACTOR agrees to provide the specified resource(s) and/or service(s), APS supervisor will provide a written request for a quote, via e-mail, to the CONTRACTOR. The request for a quote will include:
  - i. The specific type of resource(s) and/or service(s) requested and the timeframe within which said resource(s) and/or service(s) must be provided.
  - ii. The name, address, and phone number of the client for whom the resource(s) and/or service(s) are to be provided. If necessary, APS supervisor will also provide the name, address, and telephone number of the client’s authorized representative.
- e. Upon receipt of the quote from CONTRACTOR, APS supervisor will contact CONTRACTOR, via e-mail, and:

- i. **Authorize** the specified tangible support services and/or Home Safe funds expenditure. If tangible support services funds are authorized, the APS supervisor will also provide the contact information (name, telephone, and e-mail) of the APS staff person assigned to the case.
- ii. **Deny** the tangible support services fund expenditure.

#### **4. CONTRACTOR RESPONSIBILITIES**

- a. CONTRACTOR shall be available to respond to a request from APS supervisor within forty-eight (48) hours.
- b. If, after discussing the situation and need with APS supervisor, CONTRACTOR agrees to provide the specified resource(s) and/or service(s), CONTRACTOR will submit a quote to the APS supervisor, via e-mail, as soon as possible but not more than five (5) calendar days from the receipt of the request for a quote. The quote must include the following details:
  - i. Name and contact information of the individual or business providing the requested resource(s) and/or service(s).
  - ii. Cost of labor; either a total amount or a per hour rate.
  - iii. Itemized list of costs, excluding labor, (i.e., materials, dumping fees, etc.)
- c. If the APS supervisor authorizes tangible support services fund and/or Home Safe expenditure, CONTRACTOR will contact the APS staff person assigned to the case to communicate the plan to provide the agreed upon resource(s) and/or service(s) within the specified timeframe.
- d. CONTRACTOR will coordinate with its employees and/or agents to provide the agreed upon resource(s) and/or service(s) within the specified timeframe.
- e. CONTRACTOR will promptly communicate any concerns to the APS supervisor and the APS staff person assigned to the case, related to CONTRACTOR's ability to provide the authorized resource(s) and/or service(s), within the agreed timeframe.
- f. CONTRACTOR will maintain detailed records of tangible support services and Home Safe funds expenditures.
- g. CONTRACTOR will keep any client records in a secure place and ensure all client information is kept confidential.

#### **5. REPORTING OF ADULT ABUSE OF NEGLECT BY CONTRACTOR'S STAFF**

As mandated in the Welfare and Institutions Code Section 15630, CONTRACTOR, its employees, or agents, shall immediately contact APS by telephone and report any new incidents of abuse and/or neglect perpetrated against the elder or dependent adult being served. This telephone report shall be followed within two working days by a written report on the SOC 341 form, "Report of Suspected Dependent Adult/Elder Abuse."

**6. VOLUNTARY NATURE OF SERVICES**

COUNTY and CONTRACTOR acknowledge that all tangible support services fund expenditures must be consented to by the client or their authorized representative.

**7. LIABILITY**

COUNTY shall not be responsible for any action or inaction by any employee or agent of CONTRACTOR under the terms of this Agreement, which results in damages to the client's property or results in the injury or death of the client being served. CONTRACTOR shall further hold COUNTY harmless for any damages to property belonging to CONTRACTOR or to its employees, or to injuries to or death of its employees or agents while providing services under the terms of this Agreement.

**EXHIBIT “B-2”**  
**COMPENSATION**  
**July 1, 2023 through June 30, 2024**  
**(and each subsequent renewal terminating no later than June 30, 2025)**

**FISCAL YEAR 2023-2024 (July 1, 2023- June 30, 2024)**  
**CONTRACT MAXIMUM NO TO EXCEED \$110,250**

| <b>LINE ITEM</b>                           | <b>AMOUNT</b>    |
|--------------------------------------------|------------------|
| Tangible Supportive Direct Client Services | \$10,000         |
| Home Safe Direct Client Services           | \$95,000         |
| Admin (5% of Direct Costs)                 | \$5,250          |
| <b>TOTAL</b>                               | <b>\$110,250</b> |

**FISCAL YEAR 2024-2025 (July 1, 2024- June 30, 2025)**  
**CONTRACT MAXIMUM NOT TO EXCEED \$21,000**

| <b>LINE ITEM</b>                           | <b>AMOUNT</b>    |
|--------------------------------------------|------------------|
| Tangible Supportive Direct Client Services | \$10,000         |
| Home Safe Direct Client Services           | \$10,000         |
| Admin (5% of Direct Costs)                 | \$1,000          |
| <b>TOTAL</b>                               | <b>\$ 21,000</b> |

**With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall**



remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

### **1. AUTHORIZED SERVICES**

CONTRACTOR shall only be compensated for those services specifically requested and authorized by the APS Supervisor or their designee via a referral form that details maximum amount of hours and/or work to be performed. COUNTY shall not compensate CONTRACTOR for any services not pre-approved in writing for which the CONTRACTOR would normally provide, free of charge, to elder and dependent adults accessing services directly from CONTRACTOR or through referrals from community-based organizations.

### **2. ADMINISTRATIVE REIMBURSEMENT FOR TANGIBLE SUPPORT SERVICES AND HOME SAFE FUNDS**

COUNTY shall only compensate CONTRACTOR for the actual cost of pre-authorized tangible support services and/or Home Safe funds expenditures, plus a 5% administrative fee calculated on the amount of the authorized services fund expenditure. Compensation shall be based on resources actually purchased and services actually rendered.

### **3. REIMBURSEMENT**

Within **fifteen (15) days**, from the last day of the month in which the resource(s) and/or service(s) was (were) provided, CONTRACTOR will submit an invoice, via e-mail, to the APS Supervisor.

- a. Invoices must include the following information:
  - i. Name of the client for whom the resource(s) and/or service(s) was (were) provided.
  - ii. Name the funding utilized for the requested resource(s) and/or service(s).
  - iii. Name and contact information of the individual or business providing the requested resource(s) and/or service(s).
  - iv. Date and copy of referral of the resource(s) and/or service(s) was (were) provided.
  - v. Cost of labor; either a total amount or per hour rate.
  - vi. Itemized list of additional costs, excluding labor, (ie. materials, dumping fees, etc.).
  - vii. Amount of the 5% administrative fee.

- b. CONTRACTOR understands and accepts that COUNTY will not reimburse CONTRACTOR for any portion of tangible fund expenditures or administrative fee if invoice is presented more than thirty (30) days after the end of the month in which the resource(s) and/or service(s) was (were) provided.



# 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:** 6/4/2024

**File ID #:** 24-869

---

**TO:** Board of Supervisors  
**FROM:** Christine Briceno, Director of Human Resources  
**REPORT BY:** Joy Cadiz, Staff Services Manager  
**SUBJECT:** Resolution to Establish Retirement Cost Sharing Contributions for Napa County Employees

---

### **RECOMMENDATION**

Adopt a Resolution to approve the retirement cost sharing contributions for Napa County employees effective June 22, 2024, for Fiscal Year 2024-2025.

### **BACKGROUND**

Retirement rates are based on two factors: 1) the total employer rate, which fluctuates year-to-year and is based on the actuarial valuation report provided by CalPERS by retirement formula, and 2) the employee statutory rate determined by CalPERS and by retirement formula.

A provision of the Public Services Employee (PSE) Unit, PSE Supervisory Unit, Deputy Sheriffs' Association (DSA) Unit, DSA Supervisory Unit and Napa County Probation Professionals Association (NCPA) Unit, and the NCPA Supervisory Unit Memoranda of Understanding dictate the formula for employees to cost share a portion of the contribution toward retirement each fiscal year. The unrepresented Management and Confidential compensation plans include language which entitles them to the same terms included in the MOUs of the represented groups.

The legislature amended Government Code section 20516 of the Public Employees' Retirement Law to simplify the retirement cost sharing process. Beginning January 1, 2019, public agencies are no longer required to amend their contract with CalPERS to implement new cost sharing contributions. A provision of the PSE, DSA, and NCPA Memoranda of Understanding dictate the formula for employees to cost share a portion of the contribution toward retirement each fiscal year. In order for the County to report the cost sharing contributions to CalPERS, signed side letters must be provided to CalPERS for the represented employee

groups, as well as a Board approved resolution for the unrepresented employee groups. Today's action will approve the retirement cost sharing contributions for Napa County employees for Fiscal Year 2024-2025.

The miscellaneous members in the PSE Units through their Memoranda of Understanding, and unrepresented Management and Confidential groups, will participate in the following retirement cost sharing contributions effective June 22, 2024:

- PSE and PSE Supervisory employees in Retirement Tiers I and II (hired before October 29, 2011) with a 2.346% employee cost share
- Management and Confidential employees in Retirement Tiers I and II (hired before October 29, 2011) with a 2.346% cost share

The local safety members in the DSA Units through their Memoranda of Understanding will participate in the following retirement cost sharing contributions effective June 22, 2024:

- DSA and DSA Supervisory employees in Retirement Tier II (hired before May 14, 2011) with a 4.837% cost share
- DSA and DSA Supervisory employees in Retirement Tier III (hired on or after May 14, 2011, and before January 1, 2013) with a 4.837% cost share

The unrepresented Safety Management Units will participate in the following retirement cost sharing contributions effective June 25, 2022:

- Safety Management employees in Retirement Tier II (hired before May 14, 2011) with a 2.346% cost share
- Safety Management employees in Retirement Tier III (hired on or after May 14, 2011, and before January 1, 2013) with a 2.346% cost share

The members in the NCPPA Units through their Memoranda of Understanding will participate in the following retirement cost sharing contributions effective June 22, 2024:

- NCPPA Non-Supervisory and NCPPA Supervisory employees in Retirement Tier I and II (hired before October 29, 2011) with a 2.346% cost share

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                      |
| Is it currently budgeted?         | Yes                                                                                                                      |
| Where is it budgeted?             | The requested departmental budgets for Fiscal Year 2024-2025 include the appropriate retirement costs for each employee. |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                            |
| Discretionary Justification:      | The terms of the current labor agreements require the County to share any cost increases in retirement contributions.    |
| Is the general fund affected?     | Yes                                                                                                                      |

Future fiscal impact:

Funding for the appropriate retirement costs for each employee is included in the departmental budget for Fiscal Year 2024-2025. Retirement contributions for future years will be made in accordance with employee labor agreements and policies based on the annual retirement contribution rates provided by CalPERS.

Consequences if not approved:

The County will not be in compliance with previously approved agreements with CalPERS or the labor agreements with the employee bargaining units.

**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. 2024-**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE RETIREMENT COST SHARING CONTRIBUTIONS FOR NAPA COUNTY EMPLOYEES, EFFECTIVE JUNE 22, 2024.**

**WHEREAS**, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the California Public Employees' Retirement System by execution of contract; and

**WHEREAS**, Napa County reached agreement with the Public Services Employee Units, Deputy Sheriffs' Association Units, and the Napa County Probation Professionals Units, that any increases or decreases in the retirement contribution rates will be shared equally between the County and the bargaining groups; and

**WHEREAS**, unrepresented Management and Confidential employees, through their respective Management Compensation Plans, receive the same benefits afforded in accordance with the current Memoranda of Understanding between the County and the Public Services Employee Units; and

**WHEREAS**, the unrepresented Safety Management Classified, unrepresented Safety Management Non-Classified, and unrepresented Safety Management Non-Classified (Other), through their respective Management Compensation Plans, receive the same benefits afforded in accordance with the current Memoranda of Understanding between the County and the Public Services Employee Units; and

**WHEREAS**, the miscellaneous members in the Public Services Employee Units through their Side Letters signed on May 21, 2024, and the unrepresented Management Classified, unrepresented Management Non-Classified, unrepresented Management Non-Classified (Other), and unrepresented Confidential groups, shall participate in the following cost sharing pursuant to Government Code Section 20516 effective June 22, 2024:

| <b>Tier</b> | <b>Current</b> | <b>Change</b> | <b>New Total</b> |
|-------------|----------------|---------------|------------------|
| Tier I      | 2.591%         | -0.245%       | 2.346%           |
| Tier II     | 2.591%         | -0.245%       | 2.346%           |

**WHEREAS**, the miscellaneous members in the Napa County Probation Professionals Association Units through the Side Letters signed on May 22, 2024, shall participate in the following cost sharing pursuant to Government Code Section 20516 effective June 22, 2024:

| <b>Tier</b> | <b>Current</b> | <b>Change</b> | <b>New Total</b> |
|-------------|----------------|---------------|------------------|
| Tier I      | 2.591%         | -0.245%       | 2.346%           |
| Tier II     | 2.591%         | -0.245%       | 2.346%           |

**WHEREAS**, the local safety members in the Deputy Sheriffs' Association Units through the Side Letters signed on May 24, 2024, shall participate in the following cost sharing pursuant to Government Code Section 20516 effective June 22, 2024:

| <b>Tier</b> | <b>Current</b> | <b>Change</b> | <b>New Total</b> |
|-------------|----------------|---------------|------------------|
| Tier II     | 5.837%         | -1.000%       | 4.837%           |
| Tier III    | 5.837%         | -1.000%       | 4.837%           |

**WHEREAS**, the unrepresented Safety Management Classified, unrepresented Safety Management Non-Classified, and unrepresented Safety Management Non-Classified (Other), shall participate in the following cost sharing pursuant to Government Code Section 20516 effective June 22, 2024:

| <b>Tier</b> | <b>Current</b> | <b>Change</b> | <b>New Total</b> |
|-------------|----------------|---------------|------------------|
| Tier II     | 2.591%         | -0.245%       | 2.346%           |
| Tier III    | 2.591%         | -0.245%       | 2.346%           |

**NOW, THEREFORE, BE IT RESOLVED**, that the Napa County Board of Supervisors hereby approves and adopts the cost sharing contributions for the employee groups set forth in these Recitals at the rates set forth in Exhibit A to this Resolution, to take effect on June 22, 2024.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

**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 4th day of June 2024, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 JOELLE GALLAGHER, Chair of the  
 Board of Supervisors

|                                                                                                                                      |                                                                                                                                                                         |                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>         Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: May 21, 2024</p> | <p>APPROVED BY THE NAPA<br/>         COUNTY<br/>         BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:</p> <p>_____<br/>         Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>         Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|



## EXHIBIT A

### Napa County Employee CalPERS Contribution Cost Sharing FY 2024-2025

| Employee Group       |                                                                                                               | First Level         | Second Level        | Third Level         | PEPRA |
|----------------------|---------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|-------|
| <b>Represented</b>   | <b>PSE Miscellaneous</b><br><i>(% of change)</i>                                                              | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A                 | N/A   |
|                      | <b>PSE Miscellaneous Supervisory</b><br><i>(% of change)</i>                                                  | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A                 | N/A   |
|                      | <b>Napa County Probation Professionals Association Non-Supervisory Probation Unit</b><br><i>(% of change)</i> | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A                 | N/A   |
|                      | <b>Napa County Probation Professionals Association Supervisory Probation Unit</b><br><i>(% of change)</i>     | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A                 | N/A   |
|                      | <b>DSA Safety</b><br><i>(% of change)</i>                                                                     | N/A                 | 4.837%<br>(-1.000%) | 4.837%<br>(-1.000%) | N/A   |
|                      | <b>DSA Safety Supervisory</b><br><i>(% of change)</i>                                                         | N/A                 | 4.837%<br>(-1.000%) | 4.837%<br>(-1.000%) | N/A   |
|                      |                                                                                                               |                     |                     |                     |       |
| <b>Unrepresented</b> | <b>Management Miscellaneous</b><br><i>(% of change)</i>                                                       | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A                 | N/A   |
|                      | <b>Management Safety</b><br><i>(% of change)</i>                                                              | N/A                 | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A   |
|                      | <b>Confidential Miscellaneous</b><br><i>(% of change)</i>                                                     | 2.346%<br>(-0.245%) | 2.346%<br>(-0.245%) | N/A                 | N/A   |



# 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:** 6/4/2024

**File ID #:** 24-976

---

**TO:** Board of Supervisors

**FROM:** Jon Gjestvang, Chief Information Officer - Information Technology Services

**REPORT BY:** Julia Bordona, Staff Services Manager

**SUBJECT:** Amendment No. 6 to Agreement No. 170612B, Napa Public Access Cable Television, Inc.

---

### **RECOMMENDATION**

Approve and authorize Amendment No. 6 to Agreement No. 170612B with Napa Public Access Cable Television, Inc., increasing the contract by \$15,000 for a new annual maximum of \$94,420 in Fiscal Year 2023-2024; and, increasing the contract by an additional \$5,580 for a new annual maximum amount of \$100,000, effective July 1, 2024 for additional meeting costs incurred to live stream public television and enhance audio/video quality, as well as other related equipment and needed services for the Board of Supervisors chambers. (Fiscal Impact FY 23-24 \$94,420; FY 24-25 \$100,000, Expense, Information Technology Services Fund, Budgeted; Discretionary)

### **BACKGROUND**

The current contract allows County staff and Napa Public Access Cable Television (NPACT) to determine funding levels for the next fiscal year based on NPACT's actual expenses and the estimated number of subscribers in the unincorporated areas of Napa County. This formula allows for annual adjustments not to increase/decrease more than 17% of the total number of subscribers. Any adjustment beyond that requires a written amendment approved by the Board of Supervisors.

The agreement has been amended five times since Agreement No. 7658 was approved on August 16, 2011. On June 23, 2015, the Board of Supervisor's approved an amendment to cover 2014 earthquake-related services. On June 20, 2017, a second amendment was approved to cover additional timer rental and production assistance costs incurred to ensure a third layer of video backup for select public meetings with high public interest and expected large attendance. On February 12, 2019, a third amendment was approved to update the funding level for Fiscal Year 2018-2019 as well as costs to replace timer equipment in the Board of Supervisors chambers. On June 18, 2019, a fourth amendment was approved to include a solid-state drive (SSD) storage unit and associated installation and labor to improve audio quality of streaming public meetings. On July 28,

2020, a fifth amendment was approved to further revise the compensation to reimburse NPACT for additional postproduction assistance for audio and video services related to the March 26, 2020 board meeting, as well as ongoing efforts to improve the streaming of public meetings.

In September of 2023, the Board of Supervisors approved a project to upgrade and update the Board Chambers existing audio video system that was outdated. The audio/visual equipment had not been updated in over eight years. As the project neared completion, increased technical support was needed from NPACT to ensure the equipment would function as needed for public access and NPACT staff is needed to run the audio/visual equipment during the meetings until a full-time equivalent position is recruited and filled. The cost for these services is \$100/hour and is outside the narrow equipment and services outlined in the current agreement. This request for revision allows the Chief Information Officer to approve up to \$20,000 for services and equipment as improvements are needed for the streaming of public meetings. This amendment will also update and increase funds by an additional \$5,580, effective July 1, 2024, for future technical support, in addition to covering the increased costs for live stream public television.

Today's requested action is for the approval of Amendment No. 6 to Agreement No. 170612B increasing the contract by \$15,000 for a new annual maximum of \$94,420 in Fiscal Year 2023-2024; and, increasing the contract by an additional \$5,580 for a new annual maximum amount of \$100,000, effective July 1, 2024 for costs to provide additional support to live stream public television and enhance audio/video quality, as well as other related equipment and needed services for the Board of Supervisors chambers in an ongoing effort to improve streaming public meeting on Napa Valley TV's Channel 28, as well as through Granicus, Zoom, and YouTube.

NPACT is a local vendor. The organization's mission is to provide anyone living or working in Napa County the opportunity to exercise their First Amendment right to expression through access to the cable television system.

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                                                                                                         |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                                                                                                         |
| Where is it budgeted?             | Information Technology Services, Admin subdivision 42000-00.                                                                                                                                                                                                                                |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                                               |
| Discretionary Justification:      | The Board should approve this action in order for NPACT to continue providing their services to ensure the Board of Supervisor meetings have adequate audio/visual support which will ensure the meetings continue to be streamed out to the public in a professional and efficient manner. |
| Is the general fund affected?     | No                                                                                                                                                                                                                                                                                          |
| Future fiscal impact:             | Future costs will continue to be included in the ITS budget and allocated to departments.                                                                                                                                                                                                   |

Consequences if not approved:

If not approved, the County would not be authorized to pay (NPACT) for their services and the Board of Supervisors will not have support to run the audio/visual equipment during the meetings.

### **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. 170612B  
AMENDMENT NO. 6**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 6 TO NAPA COUNTY AGREEMENT NO. 170612B** (formerly Agreement No. 7658) is made and entered into as of this 4<sup>th</sup> day of June, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and NAPA PUBLIC ACCESS CABLE TELEVISION, INC. (NPACT), a California nonprofit corporation, whose mailing address is P.O. Box 4347, Napa, California, 94558, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR engaged in Napa County Agreement No. 7658 (reassigned as 170612B) on August 16, 2011 (“Agreement”) to obtain live cablecasting of all public meetings of the Napa County Board of Supervisors and Napa County Planning Commission; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on August 24, 2014 to provide temporary equipment to the Board of Supervisors chambers, relocated to COUNTY’s South Campus after the South Napa Earthquake; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on June 20, 2017 to revise Compensation for additional production assistance and wireless cue timer rental during Syar Appeal and Walt Ranch Appeal hearings; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on July 7, 2018 to revise Compensation to replace timer equipment in the Board of Supervisors chambers; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on June 18, 2019 to revise Compensation to reimburse NPACT for April 2, 2019 meeting costs in the Board of Supervisors chambers, as well as other related equipment and needed services; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on July 28, 2020 to revise Compensation to reflect the amount described in Exhibit “B-5” to reimburse NPACT for post production assistance labor and services related to March 26, 2020 Board meeting, and include additional funds for ongoing efforts to improve the streaming of public meetings; and

**WHEREAS**, COUNTY and CONTRACTOR wish to further revise Compensation to reflect the amount described in Exhibit “B-6” to reimburse NPACT for additional meeting costs in the Board of Supervisors chambers, as well as other related equipment and needed services for Fiscal Years 2023-2024; and

**WHEREAS**, COUNTY and CONTRACTOR wish to additionally revise Compensation to reflect the amount described in Exhibit “B-6” to reimburse NPACT for additional meeting

costs in the Board of Supervisors chambers, as well as other related equipment and needed services for Fiscal Years 2024-2025;

### **TERMS**

**NOW, THEREFORE,** COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 3 Compensation is amended to read in full as follows:

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-6", attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of NINETY-FOUR THOUSAND FOUR HUNDRED TWENTY dollars (\$94,420.00) in Fiscal Year 2023-2024 for professional services; and, notwithstanding subparagraphs (a) and (b), the maximum payments under the Agreement shall be a total of ONE HUNDRED THOUSAND dollars (\$100,000.00) in Fiscal Year 2024-2025 for professional services.

2. Exhibit "B", Exhibit "B-1", Exhibit "B-2", Exhibit "B-3", Exhibit "B-4", and Exhibit "B-5" are collectively replaced in their entirety by Exhibit "B-6" attached hereto and incorporated by reference herein, and all references to Exhibit "B", Exhibit "B-1", Exhibit "B-2", Exhibit "B-3", Exhibit "B-4", or Exhibit "B-5" shall be construed as referring to Exhibit "B-6" as of the effective date of this Agreement.

3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

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

NAPA PUBLIC ACCESS CABLE TELEVISION, INC.

DocuSigned by:

By Edward Noa  
EDWARD NOA, Chair of the Board of Directors

DocuSigned by:

By James Raymond  
JAMES RAYMOND, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER, Chair  
Board of Supervisors

“COUNTY”

|                                                                                                                                                                  |                                                                                                                                            |                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u><br/>Deputy County Counsel</p> <p>Date: <u>May 21, 2024</u></p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: JOSE LUIS VALDEZ<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

**EXHIBIT “B-6”  
COMPENSATION**

**Term Effective through June 30, 2024:**

| <b><u>Professional Services Provided</u></b>                                                                                                           | <b><u>Compensation</u></b>                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>FY 23-24 calculated contribution</li> </ul>                                                                     | \$74,419.11                                                                |
| <ul style="list-style-type: none"> <li>Other services and equipment rental/purchase as explicitly approved by the Chief Information Officer</li> </ul> | Priced per hour depending on service, for a maximum not to exceed \$20,000 |
| <b>Contract Maximum Not to Exceed</b>                                                                                                                  | <b>\$ 94,420.00</b>                                                        |

**Term Effective July 1, 2024:**

| <b><u>Professional Services Provided</u></b>                                                                                                           | <b><u>Compensation</u></b>                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>FY 24 -25 calculated contribution</li> </ul>                                                                    | \$80,000.00                                                                |
| <ul style="list-style-type: none"> <li>Other services and equipment rental/purchase as explicitly approved by the Chief Information Officer</li> </ul> | Priced per hour depending on service, for a maximum not to exceed \$20,000 |
| <b>Contract Maximum Not to Exceed</b>                                                                                                                  | <b>\$ 100,000.00</b>                                                       |





# 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:** 6/4/2024

**File ID #:** 24-880

**TO:** Board of Supervisors  
**FROM:** Anthony Halstead- Library Director  
**REPORT BY:** Michelle Carreon- Staff Services Analyst  
**SUBJECT:** Agreement with NorthNet Library System

### **RECOMMENDATION**

Approve and authorize Memorandum of Understanding and Cost Share Agreement No. 250005B NorthNet Library System (NLS), for a maximum of \$89,842 for the term July 1, 2024, through June 30, 2029, for Link+ subscriptions. (Fiscal Impact: \$89,842 Expense; Napa County Library Fund 2020; Budgeted, Discretionary)

### **BACKGROUND**

NorthNet Library System (NLS), which exists through a Joint Powers Agreement and that we are a member of, allows us to receive state and federal grants pursuant to the California Library Services Act (CLSA). NLS' role is to help "establish, improve and extend library services, held by its members, and those powers designated in Government Code section 6508."

Napa County Library has expanded its collection to include various subscriptions and electronic resources for patron use, one of which is Link+. LINK+ is a catalog of more than 4.5 million unique titles available from more than 55 academic and public libraries across California. NLS has entered into an agreement with Innovative Interfaces Incorporated ("Innovative Interfaces Inc."), a division of Clarivate, for the INN-Reach Link+ resource sharing system on behalf of NLS member libraries. NLS is both the broker and facilitator, for which the library agrees to reimburse NLS for LIBRARY's share of its costs under the Link+ Agreement and administrative costs.

Requested Action:

Approval of and authorization to sign Agreement No. 250005B with NorthNet for a 5-year term, with a maximum of \$89,842 for the duration of the agreement.

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                    |
|-----------------------------------|----------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                |
| Is it currently budgeted?         | Yes                                                |
| Where is it budgeted?             | Napa County Library Fund 2020; Subdivision 2020000 |
| Is it Mandatory or Discretionary? | Discretionary                                      |

Discretionary Justification:

NLS provides resource sharing, which can result in lower pricing than buying directly from the vendor.

Is the general fund affected?

No

Future fiscal impact:

The Library provides subscriptions and electronic resources for the benefit of patrons. Funds for the expenses will be budgeted in the Library's General Operations budget annually.

Consequences if not approved:

If this agreement is not approved, the Library will have to purchase the subscriptions from the vendor directly, often at a higher cost.

**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.

**MEMORANDUM OF UNDERSTANDING BETWEEN NORTHNET LIBRARY SYSTEM AND  
NAPA COUNTY**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between Napa County (“COUNTY”), a political subdivision of the State of California and NorthNet Library System (“NLS”), a joint powers agency.

**WHEREAS**, Mountain Valley Library System (MVLS), North Bay Cooperative Library System (NBCLS), and North State Cooperative Library System (NSCLS) are parties of NLS.

**WHEREAS**, The Napa County Library (“LIBRARY”), is a member of NBCLS.

**WHEREAS**, NLS has entered into an agreement with Innovative Interfaces Incorporated (“Innovative Interfaces Inc.”), a division of Clarivate, for the INN-Reach Link+ resource sharing system on behalf of NLS member libraries.

**WHEREAS**, it would be beneficial for LIBRARY to participate in and implement the INN-Reach Link+ resource sharing system services, between NLS and Innovative Interfaces Inc.

**WHEREFORE**, NLS and the COUNTY agree as follows:

**TERMS**

1. COUNTY through the LIBRARY agrees to participate in and implement the Clarivate (Innovative Interfaces, Inc.) INN-Reach Link+ resource sharing system as outlined in the Clarivate Order Form and Terms of Business, between NLS and Clarivate, for the period of 5 years (July 1, 2024 to June 30, 2029), (collectively referred to as “Link+ Agreements”), attached hereto as Exhibit “A” and incorporated by reference herein. However, if any of the terms in Exhibit “A” conflict with the terms of this Agreement, this Agreement shall govern.
2. COUNTY hereby agrees to reimburse NLS for LIBRARY’s share of its costs under the Link+ Agreements for an amount not to exceed \$89,842 for the entire Agreement.
3. NLS agrees to invoice LIBRARY for specified LIBRARY’s services provided, based on the agreed fees attached here to in Exhibit “B” and incorporated by reference herein, within thirty (30) days following receipt of invoice from Innovative Interfaces Inc. The invoice shall include information reasonably required by COUNTY to support the amount owed, including but not limited to, a calculation of COUNTY’S proportional share of the Innovative Interfaces, Inc., service costs and other fees and charges properly attributed to COUNTY.
4. This agreement shall be for five (5) Years and shall expire on June 30, 2029. In the event that Library’s budget funding for participation in the Link+ resource sharing system program that is

the subject of this MOU is eliminated, COUNTY may terminate this MOU upon written notice to NLS, no later than ninety (90) days preceding the date of the next annual anniversary of the effective date of the Link+ Agreements. The COUNTY further agrees to provide written evidence to NLS of the elimination of LIBRARY's budget funding, such evidence to be in the form and substance reasonably requested by Innovative Interfaces Inc. COUNTY agrees to pay invoices billed for services provided by NLS up to and including the last day of termination.

5. The parties agree that this memorandum may only be amended in writing signed by both parties.

6. Notices. Any notice required or permitted to be given in writing under this MOU shall be mailed or sent by facsimile or email to the party for whom it is intended, at the address set forth below. A party may change the address by providing written notice to the other party. Said notice shall become part of this MOU upon acknowledgment in writing by COUNTY contract administrator, and no further amendment of the MOU shall be necessary.

NLS: 32 West 25<sup>th</sup> Avenue, Suite 201, San Mateo, CA 94403  
COUNTY: 580 Coombs St, Napa, CA 94559

7. Counterparts. This MOU may be executed in counterparts, which shall together constitute one and the same agreement. Electronic, facsimile or copies of signature pages shall have the same force and effect as originals.

The parties have executed this MOU on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]**

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

NORTH NET LIBRARY SYSTEM

By: Carol Frost  
CAROL FROST, Pacific Library Partnership  
CEO, NorthNet Administrator

“NLS”

NAPA COUNTY, a political subdivision of the State  
of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair of the Board of  
Supervisors

“COUNTY”

|                                                                                                                          |                                                                                                                                                                   |                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <i>Susan Altman</i>, Deputy</p> <p>Date: May 15, 2024</p> | <p>APPROVED BY THE<br/>NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By:</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of<br/>Supervisors</p> <p>By: _____</p> |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

**EXHIBIT "A"**  
**SCOPE OF WORK**



**ORDER FORM**

Order Form Date: 2/22/2024

**Innovative Interfaces Incorporated ("Clarivate")**

789 E. Eisenhower Parkway  
Ann Arbor, MI 48108  
United States

**attached hereto as Exhibit A**

Your use of the products and services set forth below are governed by the Clarivate Terms here: <https://clarivate.com/terms-of-business> (the "Terms") which are incorporated by reference into this order form.

**CLIENT DETAILS**

**Contracting Entity** NorthNet Library System  
**("Client"):**

**Client Address:** 32 W. 25th Avenue, Suite 201  
San Mateo CA 94403  
United States

**PRODUCTS/SERVICES DETAILS**

**Product(s) / Service(s)**

As described in the attached Pricing Exhibit(s) EST-INC17083 and/or Statement(s) of Work

**ADDITIONAL TERMS**

**GOVERNING LAW & JURISDICTION:** California

**RENEWAL TERM:** Auto renews for consecutive 12-month terms following the expiration of the overall contract term in the pricing exhibit ("Initial Term") unless either party provides at least ninety (90) days' notice of nonrenewal before the end of the then current term.

**FEES:** Payment terms are Net 30. Through the Initial Term we may increase the fees each calendar year by up to 3%, and thereafter, by 5%. Fees will be co-terminated to align your billing to the same Term.

**LICENSE LEVEL:** Your Authorized Users include your worldwide employees, third-party auditors, agents and contractors up to the maximum number of licenses purchased. Unless you have purchased a perpetual license, rights continue until the end of the term of the service.

**PRODUCT SPECIFIC TERMS:** Certain Products you are purchasing have additional terms which are attached as addenda to this Order Form. In the event of a conflict with the Terms, these Additional Terms will control solely for the applicable Product:

**SIGNATURE**

This Order Form is effective when signed and returned to us within ninety (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.

**Signed on behalf of Clarivate**

**Signed on behalf of Client**

**Signature:**

**Signature:**

**Print Name:** Jeff Anusbigian

**Print Name:** Carol Frost

**Title:** VP, Sales Operations

**Title:** NorthNet Library System Administrator

**Date:** May 3, 2024

**Date:** May 2, 2024



## PRODUCT / SERVICE TERMS ADDENDA

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

### **Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses**

- 1. License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
- 2. Copies.** Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production.
- 3. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 4. Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
- 5. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 6. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.
- 7. Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

### **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**

- 1. License.** We will provide you with subscription access via a website to our Integrated Library System solution known as "Vega". Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.
- 2. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 3. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 4. Authorized Users.** Patrons fall within the number of Authorized Users on your Order Form.
- 5. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.





## OPERATIONAL MATERIALS ADDENDA

### Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products ("Covered Products"):

**Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses**

#### Support

**Requesting support.** Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

**Support Access.** If you host your own Software, you must provide us direct network internet access to the Software, including any firewalls. We require such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

**New Releases.** Unless you have purchased our Hosting Services, additional fees at Clarivate's then-prevailing professional service rates will apply for implementation of New Releases.

**Response.** We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

| Priority   | Response                               | Criteria                                                                                                                                                                                                                                                                                       |
|------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 1 | 1 Business hour                        | A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down                                                |
| Severity 2 | 4 Business hours                       | Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data          |
| Severity 3 | 2 Business Days                        | An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.                                                                         |
| Severity 4 | as promptly as is reasonably practical | Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution. |

**Escalation Path.** If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

#### Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.





### Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

### Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

| Feature                                      | Standard |
|----------------------------------------------|----------|
| 24x7 network monitoring                      | ✓        |
| Dedicated production environment             | ✓        |
| 99.9% guaranteed infrastructure uptime       | ✓        |
| Dedicated public IP address and custom URL   | ✓        |
| Operating system installation and management | ✓        |
| Library software installation and upgrades   | ✓        |
| Data backups                                 | Daily    |
| Archive data backup retention                | 30 days  |

*Network Systems Audit Logging.* All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

*Network Monitoring.* All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

*Audit and Security Testing.* Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.

*Information Security Auditing/Compliance.* Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.



## Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

## Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.



## Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**.

### Support

**Requesting support.** Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

**Response.** We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

| Priority   | Response                               | Criteria                                                                                                                                                                                                                                                                                       |
|------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 1 | 1 Business hour                        | A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down                                                |
| Severity 2 | 4 Business hours                       | Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data          |
| Severity 3 | 2 Business Days                        | An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.                                                                         |
| Severity 4 | as promptly as is reasonably practical | Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution. |

**Escalation Path.** If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

### Hosting Services

#### Service availability

We endeavor to ensure 99.5% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.



If availability falls below 99.5% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

### Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities, including those managed by Clarivate hosting partners, are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

| Feature                                      | Standard |
|----------------------------------------------|----------|
| 24x7 network monitoring                      | ✓        |
| Dedicated production environment             | ✓        |
| 99.5% guaranteed infrastructure uptime       | ✓        |
| Dedicated public IP address and custom URL   | ✓        |
| Operating system installation and management | ✓        |
| Library software installation and upgrades   | ✓        |
| Data backups                                 | Daily    |
| Archive data backup retention                | 30 days  |

*Network Systems Audit Logging.* All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

*Encryption.* Encryption for data-in-transit is provided as a part of the Standard Plan.

*Network Monitoring.* All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

*Physical Security.* The physical infrastructure used to support the product (and other professional services purchased by you from Clarivate, as applicable), including the servers, storage, switches, and firewalls, are provided by the hosting provider. The hosting provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

*Audit and Security Testing.* Hosting providers perform regular security audits and testing. You may not perform own audits of hosting providers.

*Security Assessments.* Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.

*Information Security Auditing/Compliance.* Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We also hold the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. We partner with hosting providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security



standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

*Your responsibility.* Client remains responsible for properly implementing access and use controls and configuring certain features and functionalities of the software that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of its data.

## Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

## Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.





Part of **Clarivate**

Innovative Interfaces Incorporated  
789 E. Eisenhower Parkway  
Ann Arbor MI 48108  
United States

## Pricing Exhibit

Page 1 of 2

**Date**  
**Quote #**

2/1/2024  
EST-INC17083

**Payment Terms**  
**Overall Contract Term (Months)**  
**Contract Start Date**  
**Contract End Date**  
**Sales Rep**  
**Site Code**  
**Expires**

Net 30  
60  
7/1/2024  
6/30/2029  
CR Manager  
nnet  
5/1/2024

### Bill To

NorthNet Library System  
32 W. 25th Avenue, Suite 201  
San Mateo CA 94403  
United States

### Ship To

NorthNet Library System  
32 W. 25th Avenue, Suite 201  
San Mateo CA 94403  
United States

**Currency**

US Dollar

| Item                         | Item Category | Qty | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Options | Original Rate | Discounted ... | Amount     |
|------------------------------|---------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------|----------------|------------|
| Central Resource Sharing Hub |               | 1   | <p>Innovative Resource Sharing Central Hub</p> <p>Innovative Resource Sharing Central Hub enables independent libraries to share resources with the efficiency of a consortia using a shared ILS for a fraction of the cost of traditional interlibrary loan. Proven for state-wide and national scale collaboration. Works with any ILS. Unmediated request model saves staff time and serves patrons faster. Key capabilities include: central union catalog with real-time availability; sharing of physical materials or digital resources; reports for shared collection management.</p> <p>Year 1 of 5 - \$272,264.02<br/>1 July 2024 - 30 June 2025</p> <p>Year 2 of 5 - \$280,431.94</p> <p>Year 3 of 5 - \$288,844.89</p> <p>Year 4 of 5 - \$297,510.22</p> <p>Year 5 of 5 - \$306,435.52</p> <p>For Member Libraries :</p> <ul style="list-style-type: none"><li>-Belvedere-Tiburon Public Library</li><li>-Larkspur Public Library</li><li>-Marin County Free Library</li><li>-Mill Valley Public Library</li><li>-San Anselmo Public Library</li><li>-San Rafael Public Library</li><li>-Sausalito Public Library</li><li>-Napa County Library</li><li>-Sacramento Public Library</li><li>-Benicia Public Library</li><li>-Dixon Public Library</li><li>-Solano County Library</li><li>-St. Helena Public Library</li><li>-Yolo County Library</li><li>-El Dorado County Library</li><li>-Sonoma County Library</li><li>-Woodland Library</li><li>-Nevada County</li></ul> |         |               |                | 272,264.02 |



Part of **Clarivate**

Innovative Interfaces Incorporated  
789 E. Eisenhower Parkway  
Ann Arbor MI 48108  
United States

## Pricing Exhibit

Page 2 of 2

**Date**  
**Quote #**

2/1/2024  
EST-INC17083

| Item | Item Category | Qty | Description | Options | Original Rate | Discounted ... | Amount |
|------|---------------|-----|-------------|---------|---------------|----------------|--------|
|      |               |     |             |         |               |                |        |

**Total Fees**      US\$272,264.02

## Clarivate Terms

These Terms govern your use of the Clarivate products, services, and other deliverables ("**Products**") that you install or access through our platform(s) or website(s), or are otherwise identified in your order form, statement of work, quotation or other ordering document (each referred to as an "**Order**"). "**We**", "**our**" and "**Clarivate**" means the Clarivate entity identified in the Order; "**you**" and "**your**" means the Client entity identified in the Order.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("**Agreement**"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms. Your continued access, renewal, payment and/or use of the Products constitute your acknowledgment and acceptance of the latest version of these Terms.

### 1. Our Products and Services

**(a) Orders.** Your Order identifies the Products, quantities, relevant license and restrictions, fees and charges, permitted users ("**Authorized Users**") and other relevant details of your Order.

**(b) Intellectual Property.** Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "**Clarivate IP**"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

**(c) Compliance.** Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("**Applicable Laws**").

**(d) Updates.** The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

**(e) Passwords.** Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

**(f) Usage information.** We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

**(g) Feedback and knowledge.** Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

**(h) Documentation.** You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

**(i) Third party providers.** The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from



time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

## 2. Your Obligations

**(a) Limited license.** You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

**(b) Your content.** You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

**(c) General obligations.** You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

**(d) Third-party technology.** You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

**(e) Restrictions.** You must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) scrape data from the Products; or (iv) disable or bypass any functionality or restrictions within the Products.

**(f) Artificial Intelligence.** Unless expressly permitted under a mutually agreed Artificial Intelligence Addendum or other written agreement with us, you must not use and access the underlying Clarivate proprietary data from the Products: (i) with any of your technology platforms or systems, in a manner which includes or involves your application of artificial intelligence, such as generative artificial intelligence, machine learning, algorithms or language models ("**AI Technologies**"); or (ii) to generate any content, such as code, languages, software, services, text, voice, audio, graphics, illustrations, workflows, images, videos or other outputs, in any form or media.

**(g) Limitations.** Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and shall not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) create a derivative database or otherwise access and use Clarivate IP to create any derivative works, services or products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) perform any text or data mining or indexing of the Products or any underlying data (v) use the Products or underlying data in conjunction with any third-party technology or (iv) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. For the avoidance of doubt, the exercise of legal rights that cannot be limited by agreement under applicable laws is not precluded.

**(h) Your Responsibilities.** You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your

combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

### 3. Information Services

**(a) Definition.** “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

**(b) License.** Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

**(c) Distribution.** Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between Clarivate and the third party. You are responsible for ensuring use by such persons complies with the terms of this Agreement. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

**(d) Attribution and representation.** Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

### 4. Installed Software

**(a) Definition.** “**Installed Software**” means software which is downloaded to or implemented on your servers.

**(b) License.** You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

**(c) Delivery.** Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

**(d) Acceptance.** Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

### 5. Hosted Software

**(a) Definition.** “**Hosted Software**” means our software applications made available to you via the internet.

**(b) License.** You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches,



maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

**(c) Delivery.** We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

**(d) Content.** You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

**(e) Security.** We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

## 6. Professional Services

**(a) Definition.** “Professional Services” means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

**(b) License.** Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

**(c) Changes.** Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

**(d) Access.** As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

## 7. APIs and Data Feeds

**(a) Information Services.** Where we make Licensed Information available to you via API or a data feed, the Information Service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to query the applicable Information Service and display Licensed Information to Authorized Users within your own technology systems. Clarivate approved accreditations must remain visible at all times.

(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively “**Software**”) or otherwise allow our Software to interoperate with third-party programs or services (“**Client Configurations**”). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

## 8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys’ fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) **Changes.** We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days’ written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

## 9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with the EU General Data Protection Regulation (EU GDPR), UK General Data Protection Regulation (UK GDPR), UK Data Protection Act 2018, and other applicable laws relating to the use of personal data relating to individuals (“**Data Privacy Laws**”), including without limitation any laws relating to individual rights and cross-border transfers. At all times, we will treat personal data in accordance with our [Privacy Notice](#), which is incorporated by reference into these Terms. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not, use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You may not, for any purpose whatsoever, process (nor allow to be processed) any personal data that is within the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) in any AI Technologies. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are

hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the EU GDPR or the data processing addendum, where applicable.

## 10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (iii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

## 11. Audit

**(a) Audit right.** Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

**(b) Costs.** If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

## 12. Warranties and disclaimers

**(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

**(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.**

**(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.**

**(d) NO ADVICE. WE ARE PROVIDING THE PRODUCTS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, MEDICAL, CLINICAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU**



DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL, MEDICAL, CLINICAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY/CLIENT, PHYSICIAN/PATIENT OR OTHER FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED.

**(e) THIRD PARTY MATERIALS.** WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

### 13. Liability

**(a) Unlimited liabilities.** Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

**(b) Excluded losses.** Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

**(c) Limitation.** The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

**(d) Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of arising.

**(e) No liability.** We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

**(f) Third party intellectual property.** If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

**(g) Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

**(h) Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.

## 14. Term, Termination

**(a) Term.** The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

**(b) Suspension.** We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

**(c) Termination.** We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, fees will be due for all Products provided through the termination date and any pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

**(d) Effect of termination.** Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

## 15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

## 16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 17. General

**(a) Assignment.** You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.

**(b) Marketing.** We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

**(c) Amendment.** We may amend the Agreement from time to time, with such changes being effective upon renewal.

**(d) Enforceability.** The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

**(e) Non-solicitation.** Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

**(f) Performance.** We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

**(g) Headings and summaries.** Headings and summaries shall not affect the interpretation of the Agreement.

**(h) Waiver.** Neither of us waives our rights or remedies by delay or inaction.

**(i) Governing law and jurisdiction.** If a dispute arises related to this Agreement or an Order, Clarivate and you agree to meet to try and resolve it before commencing any legal proceedings. Should such resolution attempts fail, each of us agrees that any Claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order. BOTH YOU AND CLARIVATE EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

**(j) Precedence.** In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

**(k) Notices.** Notices for Clarivate must be directed to [contract.admin@clarivate.com](mailto:contract.admin@clarivate.com). Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

Last updated: March 2024 (Version 3.2)



**EXHIBIT “B”**  
**COMPENSATION**

|                | <b>Link+</b>     | <b>Admin Fee</b> | <b>Total</b>     |
|----------------|------------------|------------------|------------------|
| <b>Year 1</b>  | \$ 16,116        | \$ 805           | \$ 16,922        |
| <b>Year 2</b>  | \$ 16,600        | \$ 830           | \$ 17,430        |
| <b>Year 3</b>  | \$ 17,098        | \$ 855           | \$ 17,953        |
| <b>Year 4</b>  | \$ 17,611        | \$ 881           | \$ 18,491        |
| <b>Year 5</b>  | \$ 18,139        | \$ 907           | \$ 19,046        |
| <b>Maximum</b> | <b>\$ 85,564</b> | <b>\$ 4,278</b>  | <b>\$ 89,842</b> |



# 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:** 6/4/2024

**File ID #:** 24-921

**TO:** Board of Supervisors  
**FROM:** Anthony Halstead - Library Director  
**REPORT BY:** Michelle Carreon - Staff Services Analyst  
**SUBJECT:** Acceptance of a donation to the Napa County Library

### **RECOMMENDATION**

Acceptance of a donation to the Napa County Library in the amount of \$10,000 from an anonymous donor.  
(Fiscal Impact, \$10,000 Revenue; Napa County, Library Fund 2020; Not Budgeted; Discretionary)

### **BACKGROUND**

Board of Supervisors adopted the Napa County Library policy, Section 29, authorizing the Library Director to accept on behalf of the Napa County Library donations in the amount of \$2,000 or less, and up to \$10,000 by Friends of the Library groups to support existing Library services and programs. Director of Library Services and Community Outreach seeks the Board's approval to accept a donation in the amount of \$10,000 from a donor who wished to remain anonymous. The donation will help fund projects and programs provided to the community at the Napa County Library.

Requested action:

1. Accept a donation in the amount of \$10,000 from an anonymous donor.

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                       |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                   |
| Is it currently budgeted?         | No                                                                                                                                                                                    |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                         |
| Discretionary Justification:      | Deposit of donations into the specified library location budget will facilitate fiscal monitoring and ensure that donation spending will be consistent with the intent of the donors. |
| Is the general fund affected?     | No                                                                                                                                                                                    |
| Future fiscal impact:             | None. Donated funds will be deposited into the Napa Library fund 2020, subdivision 2020001, and utilized for upcoming projects and programs offered at the library.                   |

Consequences if not approved:

If the requested action is not approved, the library will not be able to accept the \$10,000 donation to help fund projects and programs provided to the community at the Napa County Library.

### **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:** 6/4/2024

**File ID #:** 24-973

---

**TO:** Board of Supervisors

**FROM:** Anthony Halstead, Director of Library Services and Community Outreach

**REPORT BY:** Anthony Halstead, Director of Library Services and Community Outreach

**SUBJECT:** Resolution designating Arts Council Napa Valley (ACNV) as the County's local art agency partner and authorizing ACNV to participate in the State-Local Partnership Program

---

### **RECOMMENDATION**

Adopt a Resolution designating Arts Council Napa Valley (ACNV) as the County's local art agency partner and authorizing ACNV to prepare an application for grant funds for art related programs from the California Arts Council's State-Local Partnership Program should funds become available in Fiscal Year 2024-25 and Fiscal Year 2025-26 (No Fiscal Impact).

### **BACKGROUND**

The California Arts Council (CAC) and California State Legislature established the State-Local Partnership Program (SLPP), which is designed to encourage cultural development at the local level through partnerships between CAC and designated local arts agencies of each county. The aim of the partnership is to promote and preserve the arts of all cultures to enrich the quality of life for all Californians through grant funding of cooperative activities and information exchanges.

Arts Council Napa Valley (ACNV) is a non-profit organization established for the purpose of promoting and providing arts and cultural programs in Napa County. In the past, the Board of Supervisors designated ACNV as the County's local arts agency to participate in the SLPP, receiving approximately \$90,000 in grant funding for cultural development programs in Fiscal Years 2020-2022 and \$140,000 in grant funding for cultural development programs during Fiscal Years 2022-2024.

Today's action will designate ACNV as the County's local arts agency partner and authorize participation in the SLPP for Fiscal Years 2024-2026. In addition, ACNV will be authorized to prepare an application for program funding and present it to the County Executive Officer for approval prior to submission to the SLPP.

Requested action:

Adopt a resolution designating Arts Council Napa Valley (ACNV) as the County's local art agency partner and authorize ACNV to participate in the California Arts Council's State-Local Partnership Program (SLPP) for Fiscal Years 2024-2026.

**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. 2024-\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE  
COOPERATIVE AGREEMENT 04-2979 WITH THE STATE OF  
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Napa Valley Vine Trail is a proposed 47-mile class 1 path from the Vallejo Ferry Terminal to the City of Calistoga; and

**WHEREAS**, Napa County wishes to build the 11-mile-long segment of the Napa Valley Vine Trail from the Town of Yountville through the City of St Helena (“Project”) utilizing California Department of Transportation (“Caltrans”) right of way along State Route 29; and

**WHEREAS**, Napa County is proposing to construct roughly 4.3 miles of the Project within the Caltrans right of way on State Route 29; and

**WHEREAS**, Caltrans requires the execution of a Cooperation Agreement for all transportation projects on the State Highway System; and

**WHEREAS**, Caltrans and Napa County Department of Public Works staff desire to enter into an agreement whereby the County will submit documents during the (1) Project Approval and Environmental Document, (2) Plans, Specifications, and Estimate, and (3) Right-of-way phases of the Project for Caltrans review and approval; and

**WHEREAS**, after the Board authorized the Chair to execute CalTrans Agreement No. 04-2979 on April 23, 2024, pursuant to Napa County Resolution No. 2024-38, CalTrans indicated it needs to make some minor changes to the agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, that the Chair is authorized to execute a cooperative agreement with CalTrans for the segment of the Vine Trail from the Town of Yountville through the City of St Helena, substantially in the form of CalTrans Agreement 04-2979 along with any minor changes that do not materially affect the scope or cost of the agreement.

*[remainder of page intentionally blank]*

**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 4th day of June, 2024, by the following vote:

|          |             |       |
|----------|-------------|-------|
| AYES:    | SUPERVISORS | _____ |
|          |             | _____ |
| NOES:    | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT:  | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 JOELLE GALLAGHER, Chair of the  
 Board of Supervisors

|                                                                                                                                                                                    |                                                                                                                                      |                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u><br/>Chief Deputy County Counsel</p> <p>Date: <u>May 20, 2024</u><br/>PL Doc. No. 114686</p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|



# 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:** 6/4/2024

**File ID #:** 24-606

**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Katherine Bales, Assistant Airport Manager  
**SUBJECT:** Napa Sanitation Easement and Quitclaim at Napa County Airport

### **RECOMMENDATION**

Approve and authorize an Easement Deed in favor of Napa Sanitation District (NapaSan) for an area of approximately 19,446 square feet to allow for the maintenance of a new underground sanitary sewer main pipeline and an Easement Quitclaim Deed in favor of Napa County by which NapaSan abandons 17,939 square feet of certain portions of the previously existing, no longer utilized sewer main pipeline on airport property parcel 057-050-009. (No Fiscal Impact)

[4/5 vote required]

### **BACKGROUND**

The purpose of the Easement Deed and associated Easement Quitclaim Deed is to facilitate the relocation of an airport sanitary sewer pipeline to run parallel along Airport Rd East and to abandon certain sections of existing sewer pipeline in accordance with the approved Terminal Area Redevelopment Phase 1 Project- PW23-29R. Staff worked with County Counsel and NapaSan to create a new Easement Deed for approximately 19,446 square feet of airport property along the public portion of Airport Rd East, which allows NapaSan to maintain, construct, access, operate, etc. the new sewer pipeline. A portion of the existing 1991 Easement Deed, 033335, is being quitclaimed back to Napa County in accordance with the portion of the sewer pipeline that is abandoned and relocated, resulting in approximately 17,939 square feet abandoned in place and returned to the County by the Easement Quitclaim Deed. Together, the two deeds deconflict airport lands leased for development by Atlantic Aviation and Skyservice US, LLC.

The granting of Easement Deeds on designated airport property is considered a "land grant" by the Federal Aviation Administration (FAA). Staff has provided a detailed description of the project to the FAA District Office for their concurrence. Additionally, this project is consistent with the adopted CEQA Mitigated Negative Declaration for the Terminal Area Redevelopment Project.

For the relocation and abandonments of underground sewer utility Easement Deed, there is no cost to the



Airport or County as this service is on a public road and provides sanitation services to government entities and other customers. Section 25526.5 of the Government Code allows the County to grant or otherwise convey an easement, provided the Board makes a finding that the property is no longer needed for County purposes and the estimated value of the easement does not exceed twenty-five thousand dollars (\$25,000). The acceptance of the Easement Quitclaim Deed requires a 4/5 vote per section 26021 of the Government Code.

NapaSan has approved the sewer relocation design for 19,446 square feet of new pipeline, the quitclaim abandonment of 17,939 square feet of existing pipeline and completed their Board approval process for both documents April 3, 2024.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?

No

Consequences if not approved:

The current sections of the 1991 NapaSan Easement Deed will remain in place and upcoming Fixed Based Operator development will not be possible

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The Board previously considered and adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this Project, pursuant to Resolution No. 2020-120. There have been no substantial changes to the Project or new information of substantial importance within the meaning of CEQA Guidelines section 15162 that would warrant additional environmental review in connection with this action.

RECORDED AT THE REQUEST OF AND  
RETURN TO:

Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

Exempt from Recording Fees  
Per G.C. 27383  
Exempt from Documentary Transfer  
Tax per R & T Code 11922

RE: A.P.N. 057-050-009

|                                                               |
|---------------------------------------------------------------|
| <b>GRANT OF EASEMENT FOR SANITARY SEWER PIPELINE PURPOSES</b> |
|---------------------------------------------------------------|

NAPA COUNTY ("Grantor"), hereby GRANTS to the NAPA SANITATION DISTRICT, NAPA COUNTY, CALIFORNIA, a Special District of the State of California ("Grantee", a permanent easement for the purpose of construction, access, operation, inspection, maintenance, replacement and repair of a sanitary sewer pipeline, and other related facilities (hereinafter "Permitted Purposes"), in, on, over, under, along, across and through all that certain real property situate, and being in the County of Napa, State of California, more particularly described on attached Legal Description and Plat (Exhibit A and Exhibit B), containing 19,446 square feet, more or less (the "Easement Area")

Grantor shall have the right to use the Easement Area, and to grant third parties further rights as to the Easement Area, for any and all purposes, except as expressly described in this Grant, that will not unreasonably interfere with Grantee's use of the Easement Area for the Permitted Purposes. Subject to such obligation not to unreasonably interfere with the Permitted Purposes, Grantor may grant, sell, transfer, option, convey or dispose of all or any portion of the Easement Area, and may grant or convey any easement, servitude, right of way, covenant, condition, restriction, lease, license, permit, profit, mortgage, deed of trust, security instrument, lien or other encumbrance affecting all or any portion of or interest in the Easement Area.

Grantor, its successors and assigns, shall not erect or construct any building or other structure upon the Easement Area, or obstruction upon said easement, plant trees, or diminish or substantially add to the ground cover within said sanitary sewer easement. Grantor, its successors and assigns, shall provide access and right of entry.

Any future maintenance or replacement operations to be performed by Grantee on the Easement Area shall be done in such a manner so as not unreasonably interfere with Grantor's access to surrounding Airport Operations Area. Grantee shall not be required to notify Grantor prior to conducting routine maintenance activities and agrees, except in cases of emergency, to reasonably notify Grantor prior to conducting maintenance, repair, or replacement activities that are of a character that goes beyond the District's routine maintenance.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

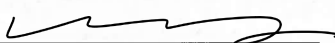
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, said GRANTOR has executed this conveyance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Grantor:

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
JOELLE GALLEGHER, Chair  
Napa County Board of Supervisors

|                                                                                                                                                                                                                   |                                                                                                                                            |                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u></u><br/>County Counsel</p> <p>Date: <u>May 21, 2024</u></p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

**All signatures to be notarized using proper acknowledgement.**

Attachments: Legal Description and Plat of Legal Description

**CERTIFICATE OF ACCEPTANCE OF GRANT OF EASEMENT FOR SANITARY SEWER  
PIPELINE PURPOSES**

This is to certify that the interest in real property conveyed by the easement dated \_\_\_\_\_, 20\_\_\_\_ from NAPA COUNTY to NAPA SANITATION DISTRICT, NAPA COUNTY, CALIFORNIA, a Special District of the State of California, is hereby accepted by order of the General Manager of the NAPA SANITATION DISTRICT on MAY 17, 2024, and the NAPA SANITATION DISTRICT consents to recordation of thereof by its duly authorized officers.

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

  
Andrew Damron  
General Manager of  
NAPA SANITATION DISTRICT,  
NAPA COUNTY, CALIFORNIA

ATTEST:

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

  
Donell Mannor  
Clerk of the Board of Directors of  
NAPA SANITATION DISTRICT,  
NAPA COUNTY, CALIFORNIA

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

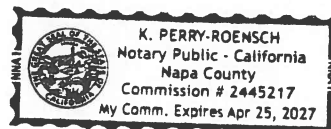
County of Napa)

On May 17, 2024 before me, K Perry Roensch  
(insert name and title of the officer)

personally appeared Andrew Damon,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K Perry Roensch (Seal)

EXHIBIT 'A'  
SANITARY SEWER EASEMENT

Lying within Section 2, Township 4 North, Range 4 West, Mount Diablo Meridian and lying over a portion of the lands of the County of Napa as described in Book 216 of Official Records at Page 77, Napa County Records, being a 20-foot-wide strip lying 10 feet on each side of the following described centerline:

Commencing at a rebar with cap tagged "RCE33483" lying on the southerly right-of-way of Airport Road as shown on that Record of Survey filed in Book 49 of Surveys at Pages 67 through 69, Napa County Records; thence along said southerly right-of-way of Airport Road, North 89°23'10" West, 682.16 feet to a rebar with cap tagged "RCE33483" as shown on said Record of Survey; thence leaving said right-of-way, South 65°11'44" East, 423.85 feet to the POINT OF BEGINNING of the herein described centerline; thence from said POINT OF BEGINNING, thence South 57°29'05" East, 233.00 feet; thence South 27°06'36" East, 533.31 feet; thence South 22°55'22" East, 206.00 feet to the terminus of the herein described centerline.

The sidelines of said strip of land adjacent to the POINT OF BEGINNING shall be lengthened or shortened to terminate at the westerly sideline of that Easement for Sewer Pipeline Purposes recorded under Document Number 1991-033335, Official Records of Napa County and the sidelines of said strip of land adjacent to the POINT OF TERMINATION shall be lengthened or shortened to a line projected from said POINT OF TERMINATION that is perpendicular to the final herein described course.

Containing 19,446 Square Feet more or less.

END OF DESCRIPTION

Being a portion of APN 057-050-009-000

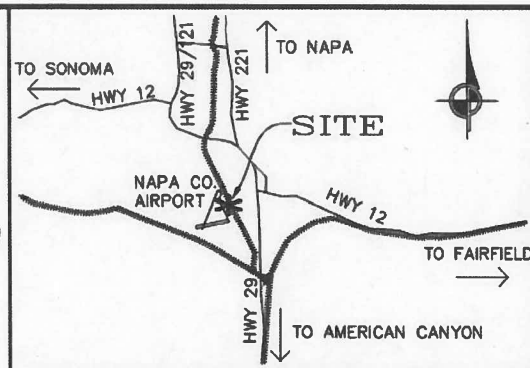
Prepared by Cinquini & Passarino, Inc.

12/19/2023 12:43:35 PM  
\_\_\_\_\_  
Anthony G. Cinquini, P.L.S. 8614

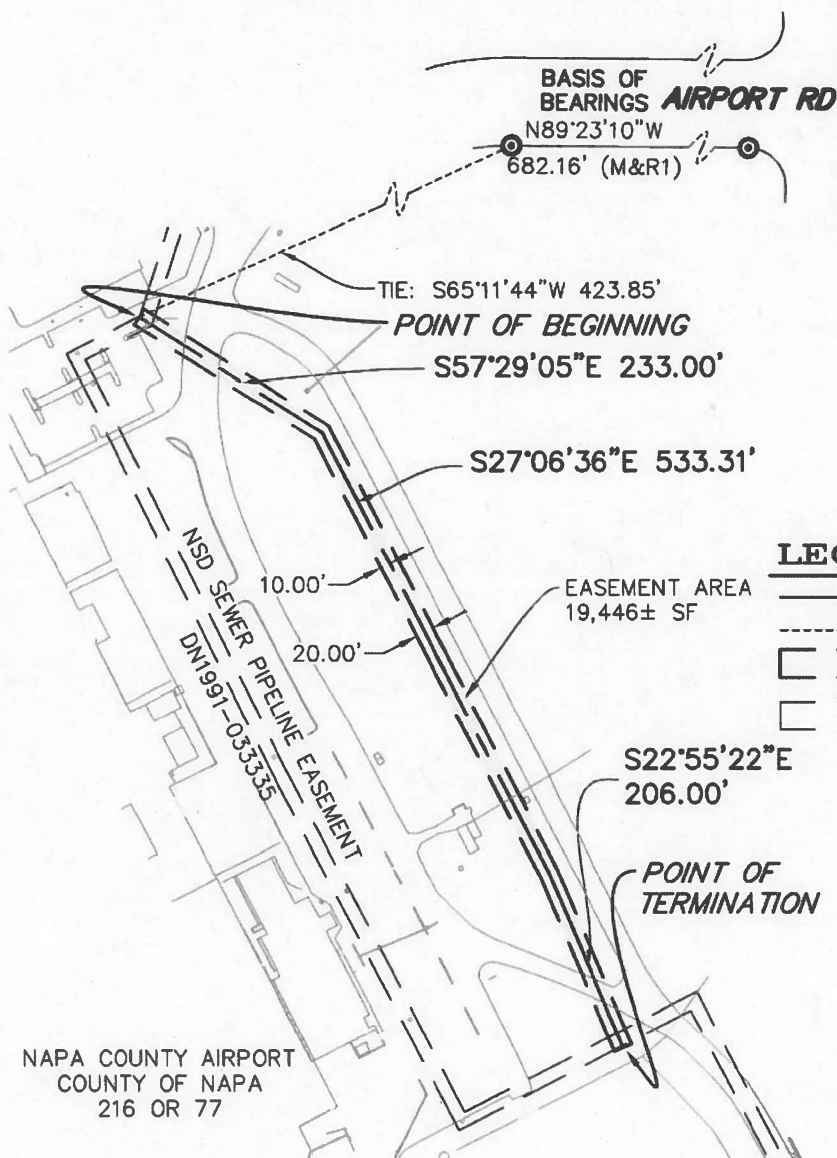
\_\_\_\_\_  
Date

**EXHIBIT 'B'**

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS  
OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



**SITE MAP**  
**NO SCALE**

**LEGEND**

|    |                                           |
|----|-------------------------------------------|
|    | EASEMENT CENTERLINE                       |
|    | SURVEY TIE                                |
|    | SEWER EASEMENT AREA                       |
|    | EXISTING SEWER EASEMENT                   |
|    | FOUND FOUND REBAR & CAP TAGGED "RCE33483" |
| OR | NAPA COUNTY OFFICIAL RECORDS              |
| SF | SQUARE FEET                               |
| DN | DOCUMENT NUMBER                           |

**REFERENCE**

R1 RECORD OF SURVEY BOOK 49,  
PAGES 67 THROUGH 69,  
NAPA COUNTY RECORDS

**SITE INFORMATION**

LOCATED WITHIN SEC 2, T4N, R4W, MDM

**BASIS OF BEARINGS**

THE BEARINGS FOR THIS SURVEY IS  
N89°23'10"W BETWEEN FOUND REBAR TAGGED  
"RCE 33483" AS SHOWN ON THAT RECORD  
OF SURVEY FILED IN BOOK 49 OF SURVEYS  
AT PAGES 67-69, NAPA COUNTY RECORDS.

**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

- △ BOUNDARY
- △ TOPOGRAPHIC
- △ CONSTRUCTION
- △ SUBDIVISIONS

1360 No. Dutton Ave.  
Santa Rosa, Ca. 95401  
Phone: (707) 542-6268  
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM



JOB NAME: NAPA COUNTY AIRPORT

DRAWN BY: LK

CHECKED BY: AGC

DESCRIPTION: SANITARY SEWER EASEMENT  
LANDS OF COUNTY OF NAPA

SCALE: 1"=200'

DATE: 12/19/23

JOB #: 10302-23

PAGE: 2 OF 2

RECORDED AT THE REQUEST OF AND  
RETURN TO:

Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

Exempt from Recording Fees  
Per G.C. 27383  
Exempt from Documentary Transfer  
Tax per R & T Code 11911

RE: A.P.N. 057-050-009

**EASEMENT QUITCLAIM DEED**

**FOR GOOD AND SUFFICIENT CONSIDERATION**, the receipt of which is hereby acknowledged, NAPA SANITATION DISTRICT, a special district of the State of California ("Grantor"), hereby remises, quitclaims, relinquishes and abandons to the COUNTY OF NAPA ("Grantee"), all right, title and interest in that portion of land, portion of APN 057-050-009, located in the County of Napa, State of California which is described on Exhibits A and B, attached hereto and incorporated by reference herein.

DATED this 17<sup>TH</sup> day of MAY, 2024

Documentary Transfer Tax \$0  
☐ Computed on full value Of Property Conveyed, or  
☐ Computed on full value less liens & encumbrances  
 Remaining thereon at time of sale.

Per Undersigned

Signature of declarant or agent determining tax

By:



Andrew Damron  
General Manager of  
NAPA SANITATION DISTRICT,  
NAPA COUNTY, CALIFORNIA

ATTEST:

By: 

Donell Mannor  
Clerk of the Board of Directors of  
NAPA SANITATION DISTRICT,  
NAPA COUNTY, CALIFORNIA



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'John Bakker', written over a horizontal line.

John Bakker  
District Legal Counsel

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Napa )

On May 17, 2024 before me, K. Perry-Roensch  
(insert name and title of the officer)

personally appeared Andrew Dameron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Perry Roensch (Seal)

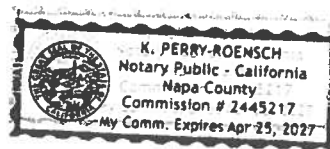


**EXHIBIT 'A'**  
**SANITARY SEWER EASEMENT VACATION**

Lying within Section 2, Township 4 North, Range 4 West, Mount Diablo Meridian and lying over a portion of the lands of the County of Napa as described in Book 216 of Official Records at Page 77 (Document ID 1944-0003842), Napa County Records, being a portion of an existing 15-foot-wide sanitary sewer easement as described by that Grant of Easement for Sewer Pipeline Purposes recorded under Document Number 1991-0033335, Official Records of Napa County, said portion being more particularly described as follows:

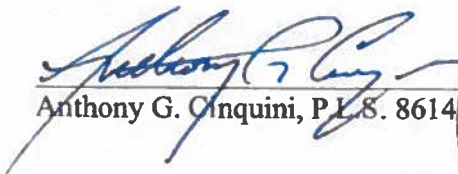
BEGINNING at an angle point in the westerly line of said 15-foot-wide sanitary sewer easement, being the intersection of the courses shown as "S18°03'01"W 147.40'" and "S63°03'01"W 89.05'" on said Grant of Easement; thence along said westerly line, South 63°03'01" West 89.05 feet; thence continuing along said westerly line, South 27°05'08" East 45.52 feet; thence South 25°33'36" East 450.00 feet; thence South 27°06'45" East 443.50 feet; thence North 62°53'15" East 180.00 feet; thence leaving said westerly line, North 27°06'45" West 15.00 feet to the easterly line of said 15-foot-wide sanitary sewer easement; thence along said easterly line, South 62°53'15" West 180.00 feet; thence continuing along said easterly line, North 27°06'45" West 428.50 feet; thence North 25°33'36" West 450.00 feet; thence North 27°05'08" West 30.48 feet; thence North 63°03'01" East 80.23 feet; thence leaving said easterly line, North 49°27'40" West 16.23 feet to the POINT OF BEGINNING.

Containing 17,939 square feet, more or less.

**END OF DESCRIPTION**

Being a portion of APN 057-050-009-000

Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614



3/25/2024  
Date

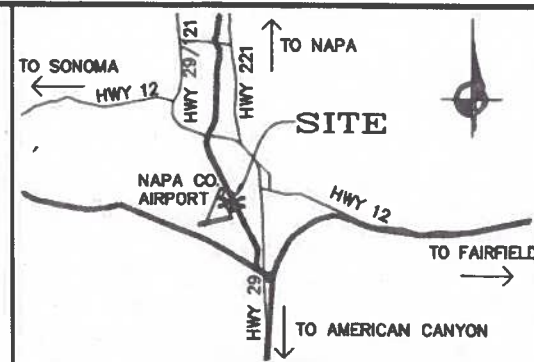
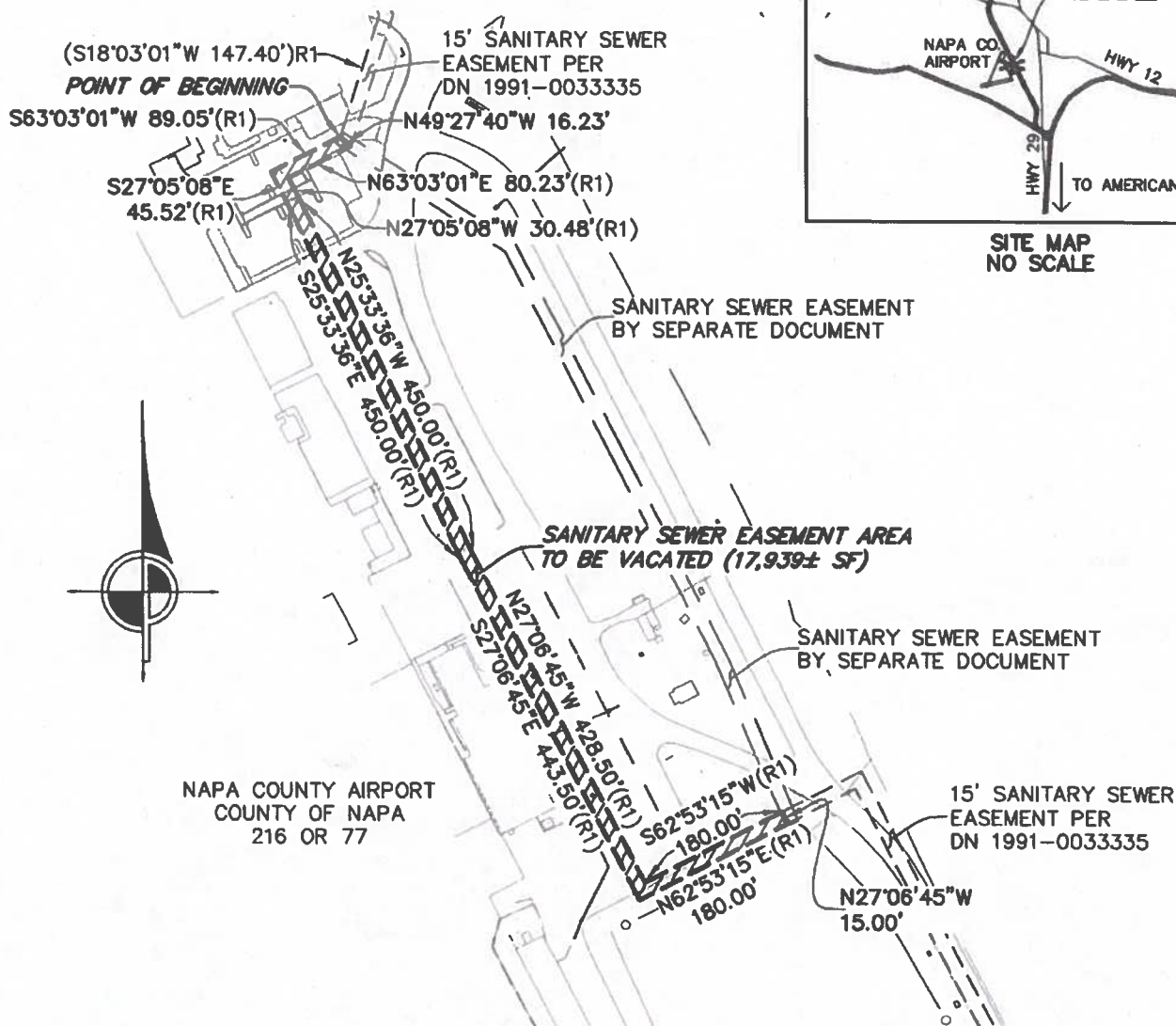
Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

Page 1 of 2

CPI No.: 10302-23  
Tel: (707) 542-6268 Fax: (707) 542-2106  
[www.cinquinipassarino.com](http://www.cinquinipassarino.com)

**EXHIBIT 'B'**

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



**SITE MAP**  
NO SCALE

**LEGEND**

- EXISTING SEWER EASEMENT  
PER DN 1991-0033335
- SEWER EASEMENT BY  
SEPARATE DOCUMENT
- SANITARY SEWER EASEMENT  
VACATION AREA
- SF SQUARE FEET  
DN DOCUMENT NUMBER  
OR OFFICIAL RECORDS OF  
NAPA COUNTY

**SITE INFORMATION**

LOCATED WITHIN SEC 2, T4N, R4W, MDM

**REFERENCE**

- R1 DN 1991-0033335, EASEMENT FOR  
SEWER PIPELINE PURPOSES

**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

- △ BOUNDARY  
△ TOPOGRAPHIC  
△ CONSTRUCTION  
△ SUBDIVISIONS

1360 No. Dutton Ave.  
Santa Rosa, Ca. 95401  
Phone: (707) 542-6268  
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM



3/25/2024



|                                                                            |                 |                 |
|----------------------------------------------------------------------------|-----------------|-----------------|
| JOB NAME: NAPA COUNTY AIRPORT                                              | DRAWN BY: AJD   | CHECKED BY: AGC |
| DESCRIPTION: SANITARY SEWER EASEMENT<br>VACATION - LANDS OF COUNTY OF NAPA | SCALE: 1"=200'  | DATE: 03/25/24  |
|                                                                            | JOB #: 10302-23 | PAGE: 2 OF 2    |

APN: 057-050-009

**CERTIFICATE OF ACCEPTANCE**

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by that certain EASEMENT QUITCLAIM DEED dated May 17, 2024, from NAPA SANITATION DISTRICT, a special district of the State of California, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on June 4, 2024, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

NAPA COUNTY, a political subdivision  
of the State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair  
Board of Supervisors

|                                                                                                                                                       |                                                                                                                                            |                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u><br/>Deputy County Counsel</p> <p>Date: <u>May 30, 2024</u></p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|



# 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:** 6/4/2024

**File ID #:** 24-680

**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Liang Chin Su, Assistant Engineer  
**SUBJECT:** Award of Construction Contract for the North County Crossroads Paving Project, RDS 24-08 and Budget Amendment

### **RECOMMENDATION**

Award of Construction Contract to Ghilotti Bros., Inc. of San Rafael, California in the amount of \$5,746,096 for the North County Crossroads Paving, RDS 24-08 project, and approve a Budget Amendment. (Fiscal Impact: \$7,482,619 Expense; Measure T Non-Operating Special Revenue Fund and Capital Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

On February 6, 2024, the Board of Supervisors (BOS) authorized creation of the "North County Crossroads Paving project," RDS 24-08 and a budget amendment of \$600,000 to fund the design of the project. On February 27, 2024, the BOS authorized a professional services agreement with G.H.D. INC. for design and construction administrations services. The project consists of the design of the following roads: Bale Lane, Bennet Lane, Dunaweal Lane, Larkmead Lane, Lodi Lane, Old Lawley Toll Road, Silverado Trail - Larkmead Lane to Deer Park Road, and Tubbs Lane.

During the design phase for the project roads, it was determined that only the following roads can move forward with construction in 2024 based on available budget:

Dunaweal Lane (0.81 miles) (PCI 24)

Larkmead Lane (1.3 miles) (PCI 28)

Old Lawley Toll Road (1.1 miles) (PCI 8)

Silverado Trail, Larkmead Lane to Deer Park Road - Digouts/Crack Seal only (4.2 miles) (PCI 70)

Tubbs Lane (1.1 miles) (PCI 58)

Total Miles: 8.5 Miles

The remaining project roads (Bale Lane, Bennet Lane, and Lodi Lane) have been scheduled for rehabilitation in

2027 however this schedule may change on when funding becomes available.

On April 9, 2024, the Board approved the Plans and Specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. Bids were opened on May 16, 2024 (see attached table of bid results).

Staff recommends awarding the contract to the lowest responsive bidder, Ghilotti Bros., Inc. of San Rafael, CA for their base bid of \$4,342,215 as well as bid additive alternative #2 (rehabilitation of Larkmead Lane) for \$1,403,881. The total construction contract amount is \$5,746,096, which is an amount less than the engineer's construction estimate of \$6,000,000. The total project cost, including construction, construction management and contingency, is \$8,082,619. The project will be primarily funded by Measure-T funds and supplemented by Capital Improvement Project funds (a portion of the \$20M the Board allocated for road rehabilitation in 2022).

Ghilotti Bros., Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

**Requested Actions:**

1. Award of the construction contract for the "North County Crossroads Paving Project", RDS 24-08 to Ghilotti Bros., Inc. of San Rafael, California for their low base bid of \$4,342,215, and bid additive alternative #2 for \$1,403,881 for a total construction contract of \$5,746,096 and authorization for the Chair to sign the construction contract; and
2. Approve a Budget Amendment for the following (4/5 votes required):
  - a. Increase Transfers Out appropriations by \$6,482,619 in the Measure T Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220053, Account 56100) M-T SRF) offset by use of its available fund balance to transfer to Project 24021; and
  - b. Increase Transfers Out appropriations by \$1,000,000 in the Capital Projects Fund (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance to transfer to Project 24021; and
  - c. Increase Construction Services appropriations by \$7,482,619 in Project 24021 budget (Fund 2040, Sub-Division 2040500, Project 24021, Account 52360) offset by a transfer-in revenue from M-T SRF and Capital Projects Fund.

**FISCAL IMPACT**

|                                   |                                                                                                           |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                       |
| Is it currently budgeted?         | No                                                                                                        |
| Is it Mandatory or Discretionary? | Discretionary                                                                                             |
| Discretionary Justification:      | Approval is needed to rehabilitate the County roads                                                       |
| Is the general fund affected?     | No                                                                                                        |
| Future fiscal impact:             | Construction will likely finish in FY 2024/25 with no future impacts beyond standard roadway maintenance. |
| Consequences if not approved:     | Roads will not be rehabilitated.                                                                          |

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]



# NORTH COUNTY CROSSROADS PAVING PROJECT, RDS 24-08

Bid Opening: May 16, 2024 @ 11:30 AM

Engineer's estimate: \$6,000,000

| Contractor                                     | Total Base Bid |
|------------------------------------------------|----------------|
| Argonaut Constructors<br>Santa Rosa, CA        | \$4,799,918.60 |
| Ghilotti Brothers, Inc.<br>San Rafael, CA      | \$4,342,214.50 |
| Ghilotti Construction Co.<br>Santa Rosa, CA    | \$5,190,366.00 |
| Granite Construction Co.<br>Ukiah, CA          | \$5,165,889.00 |
| Martin Brothers Construction<br>Sacramento, CA | \$5,395,737.00 |
| O.C. Jones & Sons, Inc.<br>Berkeley, CA        | \$4,590,612.00 |

|                                          |                           | CONSTRUCTION PHASE                       |                                    |                                           |                                             |                                     |  |
|------------------------------------------|---------------------------|------------------------------------------|------------------------------------|-------------------------------------------|---------------------------------------------|-------------------------------------|--|
| <u>Budget Item</u>                       | <u>Budget Item Amount</u> | <u>Board Appropriation Request Today</u> | <u>Board Appropriation to date</u> | <u>Appropriation Amount Spent to Date</u> | <u>Appropriation Amount % Spent to Date</u> | <u>Appropriation Amount Balance</u> |  |
| Construction                             | \$5,746,096               | \$5,746,096                              | \$0                                | \$0                                       | 0%                                          | \$0                                 |  |
| Construction Contingency (25%)           | \$1,436,523               | \$1,436,523                              | \$0                                | \$0                                       | 0%                                          | \$0                                 |  |
| Design and Engineering                   | \$550,000                 | \$0                                      | \$550,000                          | \$495,000                                 | 90%                                         | \$55,000                            |  |
| Construction Management                  | \$150,000                 | \$150,000                                | \$0                                | \$0                                       | 0%                                          | \$0                                 |  |
| County Project Management/Administration | \$50,000                  | \$0                                      | \$50,000                           | \$5,000                                   | 10%                                         | \$45,000                            |  |
| Geotech, Special Inspections             | \$150,000                 | \$150,000                                | \$0                                | \$0                                       | 0%                                          | \$0                                 |  |
|                                          | \$8,082,619               | \$7,482,619                              | \$600,000                          | \$500,000                                 | 83%                                         | \$100,000                           |  |



# 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:** 6/4/2024

**File ID #:** 24-853

---

**TO:** Board of Supervisors  
**FROM:** Steve Lederer - Director of Public Works  
**REPORT BY:** Juan Arias - Deputy Director of Public Works  
**SUBJECT:** SB1 Funding Approval

---

### **RECOMMENDATION**

Adopt a Resolution approving the Fiscal Year 2024-2025 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact \$4,001,361 Revenue (estimated); SB 1 Special Revenue Fund; Budgeted; Discretionary)

### **BACKGROUND**

On April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes and vehicle registration fees; and provided for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) deposited various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new SB 1 funding is being apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller, an eligible city or county shall submit to the California Transportation Commission (CTC) a resolution providing a list of projects proposed to be funded with SB 1 RMRA funds. The project list shall be adopted by resolution at a regularly scheduled Board meeting, with such meeting being the forum for any public input on the list.

The list of projects proposed to be funded with SB 1 RMRA funds shall include:

- A description of the project
- The location of each proposed project;

- A proposed schedule for the project's completion; and
- The estimated useful life of the improvement.

The project list with the above information is included as part of the resolution recommended to be approved as part of this item. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with the Road Repair and Accountability Act of 2017 (Act). Just as with the Highway Users Trust Account (HUTA), funding is not guaranteed at a specific level, but is a function of actual revenues collected by the Act's various taxes.

The County received:

\$951,478 in Fiscal Year 2017-18,  
\$3,002,310 in Fiscal Year 2018-19,  
\$2,608,430.16 in Fiscal Year 2019-20,  
\$2,972,129 in Fiscal Year 2020-21,  
\$3,146,545 in Fiscal Year 2021-2022, and  
\$3,489,989.33 in Fiscal Year 2022-23.  
\$3,743,274 in Fiscal Year 2022-23.

The State Controller's office projects the County of Napa will receive \$4,001,361 in Fiscal Year 2024-25.

The proposed projects are as follows:

Bell Canyon Guard Rail Repair - Silverado Trail at Bell Canyon Creek - Cost: \$710,845  
Guardrail Repairs/Replacement - Various Locations - Cost: \$717,200  
Bridge Repairs - Various Locations - Cost: \$624,200  
Berryessa Estates Resurfacing - Various Locations - Cost: \$3,400,000  
Chiles Pope Creek Bank Repair - Chiles Pope Valley Road - Cost \$1,000,000

All projects are scheduled for construction completion in 2024 with the exception of the Chiles Pope Creek Bank Repair which is scheduled for completion in 2025. The attached resolution lists all the locations for the projects shown above. The Act also requires that we submit an annual report, by October 1 of each year, regarding projects that are completed using SB 1 funds.

Upon receipt, SB 1 revenue is placed in a separate account. Money is moved from the designated account into eligible projects as it becomes available, and work will only occur when the project is funded. This process ensures that projects are not started until adequate funds (and cash flow) are available and appropriated to start

(and ultimately finish) a phase of the project.

SB 1 has a Maintenance of Effort (MOE) requirement, meaning that the County must continue to spend General Fund money at a level consistent with our expenditures in Fiscal Years 2009-10, 2010-11, and 2011-12. This is done to ensure that the County is not using SB 1 funds to supplant existing investments in roads. The County's calculated MOE is \$1,145,060. This amount is lower than our estimated MOE requirement under Measure T and is well below the Board's current General Fund contribution of \$3,733,860 to roads.

Projects chosen and included in the attached Resolution were based on the ability to start this calendar year or next, and intentionally avoided complicated permitting and FEMA related projects. Our pavement management system was used to identify those projects that were highest priority and provided the best value for the dollars to be spent. These projects are only a small subset of the various roads projects the County is undertaking in the coming year. Those other projects are funded by a variety of other funding sources, such as Measure T, PG&E settlement funds, the General Fund, FHWA, and FEMA funding.

Director of Public Works requests adoption of a Resolution approving the Fiscal Year 2023-2024 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1).

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                      |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                  |
| Is it currently budgeted?         | Yes                                                                                                                  |
| Where is it budgeted?             | Each project is individually approved by the Board and funded from the County's SB 1 account.                        |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                        |
| Discretionary Justification:      | This source of funding will assist the County in maintaining the County road system.                                 |
| Is the general fund affected?     | No                                                                                                                   |
| Future fiscal impact:             | Revenue will continue to be received in Fund 2440, Sub-Division 1220052, non-operating special revenue fund for SB1. |
| Consequences if not approved:     | The County would not receive this source of funding                                                                  |

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (Existing Facilities) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR Â§15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]



**NAPA COUNTY RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR  
FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017, was adopted to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, pursuant to Streets and Highways Code section 2034(a)(1), Napa County (“County”) must adopt by resolution at a regular public meeting, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, County, will receive an estimated \$4,001,361 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

**WHEREAS**, this is the eighth year the County will receive SB 1 funding and these funds will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the County has undergone a public process to ensure public input into our community’s transportation priorities for the project list; and

**WHEREAS**, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the County’s streets and roads are in an “at risk” condition and this revenue will help the County increase the overall quality of our road system and over the next decades will bring our streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety; investing in complete streets infrastructure; and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The foregoing recitals are true and correct.
2. The Fiscal Year 2024-25 list of projects planned to be funded with RMRA revenues are those set forth in Exhibit “A” and Attachments 1-3, all attached hereto and hereby incorporated by reference.

**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 4th day of June, 2024, by the following vote:

|          |             |       |
|----------|-------------|-------|
| AYES:    | SUPERVISORS | _____ |
|          |             | _____ |
| NOES:    | SUPERVISORS | _____ |
|          |             | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
|          |             | _____ |
| ABSENT:  | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
 JOELLE GALLAGHER, Chair of the Board of Supervisors

|                                                                                                                                                                         |                                                                                                                                         |                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <u>Thomas C. Zeleny</u><br>Chief Deputy County Counsel<br><br>Date: <u>May 7, 2024</u><br>PL Doc. No. 114307 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By: _____<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|



## EXHIBIT “A”

### SB 1 Project List

| Project Name                              | Project Description          | Location of Project                  | Schedule for Completion | Estimate Useful Life of Improvement & Current PCI | Estimated Project Cost |
|-------------------------------------------|------------------------------|--------------------------------------|-------------------------|---------------------------------------------------|------------------------|
| <b>Capital Improvement Projects (CIP)</b> |                              |                                      |                         |                                                   |                        |
|                                           |                              |                                      |                         |                                                   |                        |
| Bell Canyon Guard Rail Repairs            | Guard rail repair            | Silverado Trail at Bell Canyon Creek | October 2024            | 20+ years                                         | \$710,845              |
| Guardrail Repairs/Replacement             | Repair and replace guardrail | Various locations (Attachment 1)     | October 2024            | 20+ years                                         | \$717,200              |
| Bridge Repairs                            | Bridge repairs               | Various locations (Attachment 2)     | October 2024            | 20+ years                                         | \$624,200              |
| Berryessa Estates Resurfacing             | Road resurfacing             | Various locations (Attachment 3)     | October 2024            | 20+ years                                         | \$3,400,000            |
| Chiles Pope Creek Bank Repair             | Bank repair                  | Chiles Pope Valley Road              | October 2025            | 20+ years                                         | \$1,000,000            |

## Attachment 1 – Guardrail Repairs and Replacements

| <u>Road</u> | <u>Location</u>                                                    | <u>MPM</u>  |
|-------------|--------------------------------------------------------------------|-------------|
| Site #1-    | Near 1915 Wooden Valley Rd, Napa CA                                | (MPM 4.00)  |
| Site #2-    | Near 3560 Wooden Valley Rd, Napa CA                                | (MPM 0.60)  |
| Site #3-    | Near 5841 Berryessa-Knoxville Rd, Napa CA                          | (MPM 9.15)  |
| Site #4-    | Near 3040 Chiles Pope Valley Rd, St. Helena CA                     | (MPM 2.50)  |
| Site #5-    | Near 1601 Oakville Grade, Oakville CA                              | (MPM 1.95)  |
| Site #6-    | Near Petrified Forest Rd (at Franz Valley School Rd), Calistoga CA | (MPM 1.48)  |
| Site #7-    | Near 2777 Redwood Rd (at Forest Drive), Napa CA                    | (MPM 0.21)  |
| Site #8-    | Near 1758 Howell Mountain Rd, Pope Valley CA                       | (MPM 9.90)  |
| Site #9-    | Near 1134 Olive Hill Lane, Napa CA                                 | (MPM 0.50)  |
| Site #10-   | Near 1595 Skellenger Lane, Napa CA                                 | (MPM 1.25)  |
| Site #11-   | Near 5100 Silverado Trail, Napa, CA                                | (MPM 3.60)  |
| Site #12-   | Near 1598 Deer Park Rd (at S. White Cottage Rd), Angwin CA         | (MPM 0.00)  |
| Site #13-   | Near 1068 Silverado Trail South, St. Helena CA                     | (MPM 15.49) |
| Site #14-   | Near 1175 Ink Grade Rd, Pope Valley CA                             | (MPM 0.65)  |
| Site #15-   | Near 1175 Ink Grade Rd, Pope Valley CA                             | (MPM 0.85)  |
| Site #16-   | 3787 Spring Mountain Rd, St. Helena CA                             | (MPM 0.75)  |
| Site #17-   | 3787 Spring Mountain Rd, St. Helena CA                             | (MPM 1.00)  |
| Site #18-   | Near 2310 Silverado Trail North Rd, St. Helena CA                  | (MPM 18.29) |
| Site #19-   | Near 3240 Wooden Valley Rd, Napa CA                                | (MPM 2.05)  |
| Site #20-   | Near 6177 Gordon Valley Rd, Napa CA                                | (MPM 0.60)  |
| Site #21-   | Near 1155 Deer Park, Deer Park CA                                  | (MPM 3.80)  |
| Site #22-   | Near 540 Sanitarium Rd, St. Helena CA                              | (MPM 0.07)  |
| Site #23-   | Near Howell Mountain Rd (at Clark Way), Angwin CA                  | (MPM 6.25)  |
| Site #24-   | Near 6009 Steele Canyon Rd, Napa, CA                               | (MPM 0.50)  |
| Site #25-   | Near 1288 Howell Mountain Rd, Angwin CA                            | (MPM 8.00)  |
| Site #26-   | Near 3640 Spring Mountain Rd, St. Helena CA                        | (MPM 1.25)  |
| Site #27-   | Near 3078 Spring Mountain Rd, St. Helena CA                        | (MPM 3.20)  |
| Site #28-   | Near 255 Petrified Forest, Calistoga CA                            | (MPM 0.85)  |
| Site #29-   | Near 155 Petrified Forest, Calistoga CA                            | (MPM 0.50)  |

## **Attachment 2 – Bridge Repairs**

1. Berryessa - Knoxville Road over Putah Creek
2. Berryessa Knoxville over Pope Creek
3. Oakville Cross Road over Conn Creek Overflow
4. Zinfandel Lane over Napa River
5. Silverado Trail over Dutch Henry Creek
6. Hardin Road over Maxwell Creek
7. Yountville Cross Road over the Napa River
8. Deer Park Road over Napa River

### **Attachment 3 – Berryessa Estates Resurfacing**

- Stage Coach Canyon Rd
- Sage Ct
- Harness Dr
- Mustang Ct
- Colt Ct
- Deputy Dr
- Pony Ct
- Stallion Ct
- Harness Dr
- Harness Ct
- Wagon Wheel Dr
- Wagon Wheel Ct
- Lariat St
- Spur St
- Spur Ct
- Bridle St



# 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:** 6/4/2024

**File ID #:** 24-864

**TO:** Board of Supervisors  
**FROM:** Steve Lederer, Director of Public Works  
**REPORT BY:** Jonathan Delacruz, Assistant Engineer  
**SUBJECT:** "2024 Road Striping Maintenance," RDS 24-11 - Construction Contract Award and Budget Amendment

### **RECOMMENDATION**

Award of Construction Contract to Traffic Limited of Lodi, CA in the amount of \$156,132 for the "2024 Road Striping Maintenance," RDS 24-11, and approve a Budget Amendment. (Fiscal Impact: \$36,745 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

The annual project will refresh striping for the various County roads listed in the attached.

County staff established an annual road striping maintenance program to refresh striping that has faded due to a combination of weather and normal traffic wear. Each year, the roads are evaluated, and a priority list is made to refresh those roads that are in the most need of striping to maintain public safety. On December 13, 2022, the Board authorized the creation of the "2023 Road Striping Maintenance" and a budget amendment of \$200,000. The funding source was from the SB-1 Non-Operating Special Revenue Fund (Fund 2440, Org 1220052) (SB-1 SRF). The "2023 Road Striping Maintenance Project" was deferred to 2024 to allow staff to prioritize the 2023 Storm Repair projects.

Currently, County staff utilizes water-based traffic paint due to its affordability which allows more roads to be re-striped. When the majority of the roads' striping is in good condition, staff will begin to use thermoplastic striping material which lasts longer than paint and provides improved visibility at night. Due to the higher cost for thermoplastic striping material, fewer roads can be re-striped per year. The striping on the attached list of County roads is faded and needs re-striping. The list of roads will change over time as the County refreshes striping and evaluates the road network. For the proposed road striping maintenance project this year, water-based traffic paint will be used.

On April 9, 2024, the Board approved the Plans and Specifications and authorized to advertise for sealed bids and opening of the bids for the "2024 Road Striping Maintenance", RDS 24-11 pursuant to Section 20150.8 of the Public Contract Code, and approved project 23031 name change from "2023 Road Striping Maintenance"

to “2024 Road Striping Maintenance.” Bids were opened on May 16, 2024 (see attached table of bid results).

Staff recommends awarding the contract to the lowest responsive bidder, Traffic Limited of Lodi, CA for their base bid of \$143,025 as well as bid additive alternate #1 (substitute 6” High Build Waterborne Traffic Paint in lieu of standard on Mt. Veeder Road) for a total construction contract amount of \$156,132. Traffic Limited’s base bid is higher than the engineer’s estimate of \$105,000. The total project cost, including construction, construction management and contingency, is \$236,745. Staff is also requesting a budget amendment of \$36,745 from SB-1 SRF to fully fund the project.

Traffic Limited is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

#### Requested Actions:

1. Award of construction contract for the “2024 Road Striping Maintenance,” RDS 24-11 to Traffic Limited of Lodi, CA for their base bid of \$143,025, and bid additive alternate #1 (substitute 6” High Build Waterborne Traffic Paint in lieu of standard on Mt. Veeder Road) for a contract total of \$156,132 and authorization for the Chair to sign the construction contract;
2. Change the name of Project 23031 from “2023 Road Striping Maintenance” to “2024 Road Striping Maintenance;” and
3. Approve a Budget Amendment for the following (4/5 vote required):
  - a. Increase Transfers Out appropriations by \$36,745 in the SB-1 Non-Operating Special Revenue Fund (SB-1 SRF) (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available fund balance to transfer to Project 23031; and
  - b. Increase Construction Services appropriations by \$36,745 in Project 23031 budget (Fund 2040, Sub-Division 2040500, Project 23031, Account 52360) offset by a transfer-in revenue from SB-1 SRF.

#### **FISCAL IMPACT**

|                                   |                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                         |
| Is it currently budgeted?         | No                                                                                                                                                                                          |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                               |
| Discretionary Justification:      | Additional \$36,745 is needed to fully fund the project. Approval of the Construction Contract Award and Budget Amendment are needed to move the project into the construction phase.       |
| Is the general fund affected?     | No                                                                                                                                                                                          |
| Future fiscal impact:             | This is an annual project and future fiscal impact will be routine maintenance.                                                                                                             |
| Consequences if not approved:     | If not approved, annual striping repair of County roads cannot begin, the striping will continue to fade resulting in potential road safety hazards on various roads throughout the County. |

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

## 2024 ROAD STRIPING MAINTENANCE, RDS 24-11

Bid Opening: May 16, 2024 @ 11:30 AM

Engineer's estimate: \$105,000

| Contractor                                           | Total Base Bid |
|------------------------------------------------------|----------------|
| Central Striping Service, Inc.<br>Rancho Cordova, CA | \$193,766.20   |
| Chrisp Company<br>Fremont, CA                        | \$353,256.35   |
| Sterndahl Enterprises LLC<br>Sun Valley, CA          | \$308,619.95   |
| Traffic Limited<br>Lodi, CA                          | \$143,024.65   |
| WGJ Enterprises Inc.<br>Azusa, CA                    | \$185,212.97   |



|                                |                           | CONSTRUCTION PHASE                       |                                    |                                           |                                             |                                     |
|--------------------------------|---------------------------|------------------------------------------|------------------------------------|-------------------------------------------|---------------------------------------------|-------------------------------------|
| <u>Budget Item</u>             | <u>Budget Item Amount</u> | <u>Board Appropriation Request Today</u> | <u>Board Appropriation to date</u> | <u>Appropriation Amount Spent to Date</u> | <u>Appropriation Amount % Spent to Date</u> | <u>Appropriation Amount Balance</u> |
| Construction                   | \$156,132                 | \$0                                      | \$156,132                          | \$0                                       | 0%                                          | \$156,132                           |
| Construction Contingency (10%) | \$15,613                  | \$11,745                                 | \$3,868                            | \$0                                       | 0%                                          | \$3,868                             |
| Design and Engineering         | \$40,000                  | \$0                                      | \$40,000                           | \$40,000                                  | 100%                                        | \$0                                 |
| Construction Management        | \$25,000                  | \$25,000                                 | \$0                                | \$0                                       | 0%                                          | \$0                                 |
| <b><u>TOTAL</u></b>            | \$236,745                 | \$36,745                                 | \$200,000                          | \$40,000                                  | 20%                                         | \$160,000                           |

# QUANTITY SHEET PLAN

## 2024 ROAD STRIPING MAINTENANCE, RDS 24-11

| COUNTY ROAD       | Caltrans Detail | Quantity (LF) | CALTRANS DETAIL DESCRIPTION                      | LIMITS                                                                                 |
|-------------------|-----------------|---------------|--------------------------------------------------|----------------------------------------------------------------------------------------|
| Brookside Drive   | 21              | 3,230         | Detail 21 – 4" No Passing Zone Two Direction     | Howell Mountain Road to approximately 500 LF then White Cottage Road to Diogenes Drive |
| Brookside Drive   | A24D            | Each (1)      | Detail A24D Pavement Marking "STOP"              | At intersection with Howell Mountain Road and White Cottage Road                       |
| Brookside Drive   | A24G            | Each (1)      | Detail A24G Pavement Marking Limit Line          | At intersection with Howell Mountain Road and White Cottage Road                       |
| Circle Oaks Drive | 21              | 5,333         | Detail 21 – 4" No Passing Zone Two Direction     | 121 to End                                                                             |
| Circle Oaks Drive | 27B             | 10,666        | Detail 27B – 4" Right Edge Line                  | 121 to End                                                                             |
| Circle Oaks Drive | A24D            | Each (2)      | Detail A24D Pavement Marking "STOP"              | At intersection with Monticello Road                                                   |
| Circle Oaks Drive | A24G            | Each (1)      | Detail A24G Pavement Marking Limit Line          | At intersection with Monticello Road                                                   |
| Clark Way         | 21              | 2,112         | Detail 21 – 4" No Passing Zone Two Direction     | Howell Mountain Road to Smith Way                                                      |
| Clark Way         | A24D            | Each (1)      | Detail A24D Pavement Marking "STOP" and "AHEAD"  |                                                                                        |
| Conn Valley Road  | 21              | 17,000        | Detail 21 – 4" No Passing Zone Two Direction     | Old Howell Mountain Road to Greenfield Road                                            |
| Conn Valley Road  | A24G            | Each (1)      | Detail A24G Pavement Marking Limit Line          | At intersection with Old Howell Mountain Road                                          |
| Conn Valley Road  | A24D            | Each (1)      | Detail A24D Pavement Marking "YIELD"             | At intersection with Old Howell Mountain Road                                          |
| Conn Valley Road  | A24D            | Each (1)      | Detail A24D Pavement Marking "YIELD" and "AHEAD" |                                                                                        |
| Country Club Lane | 21              | 7,551         | Detail 21 – 4" No Passing Zone Two Direction     | Circle Oaks Dr to Circle Oaks Drive                                                    |
| Country Club Lane | 27B             | 15,102        | Detail 27B – 4" Right Edge Line                  | Circle Oaks Dr to Circle Oaks Drive                                                    |
| Country Club Lane | A24D            | Each (1)      | Detail A24D Pavement Marking "STOP"              | At intersection with Circle Oaks Drive                                                 |
| Country Club Lane | A24G            | Each (1)      | Detail A24G Pavement Marking Limit Line          | At intersection with Circle Oaks Drive                                                 |
| College Avenue    | 21              | 4,224         | Detail 21 – 4" No Passing Zone Two Direction     | Howell Mountain Road to White Cottage Road                                             |
| College Avenue    | 27B             | 8,448         | Detail 27B – 4" Right Edge Line                  | Howell Mountain Road to White Cottage Road                                             |
| College Avenue    | A24D            | Each (3)      | Detail A24D Pavement Marking "STOP"              | At intersection with, Clark Way, and White Cottage Road                                |
| College Avenue    | A24G            | Each (3)      | Detail A24G Pavement Marking Limit Line          | At intersection with, Clark Way, and White Cottage Road                                |

|                       |      |           |                                                               |                                                                          |
|-----------------------|------|-----------|---------------------------------------------------------------|--------------------------------------------------------------------------|
| College Avenue        | A24D | Each (4)  | Detail A24D Pavement Marking “STOP” and “AHEAD”               |                                                                          |
| College Avenue        | A24F | Each (1)  | Detail A24F – Yellow BASIC Crosswalk                          | At intersection with White Cottage Road                                  |
| Crystal Springs Road  | 21   | 125       | Detail 21 – 4” No Passing Zone Two Direction                  | Silverado Trail to approximately 125 LF                                  |
| Crystal Springs Road  | A24D | Each (1)  | Detail A24D Pavement Marking “STOP”                           | At intersection with Silverado Trail                                     |
| Crystal Springs Road  | A24G | Each (1)  | Detail A24G Pavement Marking Limit Line                       | At intersection with Silverado Trail                                     |
| Diamond Mountain Road | 27B  | 10,560    | Add New Detail 27B – 4” Right Edge Line                       | St. Helena 29 to intersection with South Fork Diamond Mountain (MPM 1.4) |
| Dry Creek Road        | 21   | 45,656    | Detail 21 – 4” No Passing Zone Two Direction                  | MPM 3.1 to Sonoma County line                                            |
| Dry Creek Road        | A24D | Each (2)  | Detail A24D Pavement Marking “STOP”                           | At intersection with Oakville Grade Road                                 |
| Dry Creek Road        | A24G | Each (1)  | Detail A24G Pavement Marking Limit Line                       | At intersection with Oakville Grade Road                                 |
| Dry Creek Road        | A24D | Each (1)  | Detail A24D Pavement Marking “STOP” and “AHEAD”               |                                                                          |
| Dry Creek Road        |      | Each (1)  | Repaint Pavement Marking “NAPA CO” and Limit Line             | At intersection with Trinity Road                                        |
| Dry Creek Road        | A24C | Each (10) | Detail A24C Pavement Marking “SHARED ROADWAY BICYCLE MARKING” |                                                                          |
| Glass Mountain Road   | 21   | 4,752     | Detail 21 – 4” No Passing Zone Two Direction                  | Sanitarium Road to Silverado Trail                                       |
| Glass Mountain Road   | A24D | Each (2)  | Detail A24D Pavement Marking “STOP”                           | At intersection with Silverado Trail and Sanitarium Road                 |
| Glass Mountain Road   | A24G | Each (2)  | Detail A24G Pavement Marking Limit Line                       | At intersection with Silverado Trail and Sanitarium Road                 |
| Glass Mountain Road   | A24D | Each (2)  | Detail A24D Pavement Marking “STOP” and “AHEAD”               |                                                                          |
| Gordon Valley Road    | 21   | 9,662     | Detail 21 – 4” No Passing Zone Two Direction                  | Wooden Valley Crossroad to Solano County Line                            |
| Gordon Valley Road    | A24D | Each (1)  | Detail A24D Pavement Marking “STOP”                           | At intersection with Wooden Valley Cross Road                            |
| Gordon Valley Road    | A24G | Each (1)  | Detail A24G Pavement Marking Limit Line                       | At intersection with Wooden Valley Cross Road                            |
| Gordon Valley Road    | A24D | Each (1)  | Detail A24D Pavement Marking “STOP” and “AHEAD”               |                                                                          |
| Greenfield Road       | 27B  | 17,952    | Add New Detail 27B – 4” Right Edge Line                       | Conn Valley Road to End                                                  |
| Kortum Canyon Road    | 27B  | 18,164    | Add New Detail 27B – 4” Right Edge Line                       | County Line to City Limits                                               |
| Partrick Road         | 21   | 400       | Detail 21 – 4” No Passing Zone Two Direction                  | Partrick Rd MPM 0.40 to MPM 0.48                                         |
| Mt. Veeder Road       | 21   | 45,197    | Detail 21 – 6” No Passing Zone Two Direction                  | Redwood Road to Dry Creek Road                                           |

|                                  |      |          |                                                 |                                                                  |
|----------------------------------|------|----------|-------------------------------------------------|------------------------------------------------------------------|
| Old Howell Mountain Road         | 21   | 6,340    | Detail 21 – 4” No Passing Zone Two Direction    | Silverado Trail to Conn Valley Road                              |
| Old Howell Mountain Road         | A24D | Each (1) | Detail A24D Pavement Marking “STOP”             | At intersection with Silverado Trail                             |
| Old Howell Mountain Road         | A24G | Each (1) | Detail A24G Pavement Marking Limit Line         | At intersection with Silverado Trail                             |
| Pope Valley Cross Road           | 1    | 1,750    | Detail 1 – 4” Skip Line                         | Chiles Pope Valley Road to Pope Canyon Road                      |
| Pope Valley Cross Road           | 21   | 3,168    | Detail 21 – 4” No Passing Zone Two Direction    | Chiles Pope Valley Road to Pope Canyon Road                      |
| Pope Valley Cross Road           | 27B  | 10,666   | Detail 27B – 4” Right Edge Line                 | Chiles Pope Valley Road to Pope Canyon Road                      |
| Pope Valley Cross Road           | 18   | 528      | Detail 18 – 4” One way passing 45 miles or more | Chiles Pope Valley Road to Pope Canyon Road                      |
| Pope Valley Cross Road           | A24D | Each (2) | Detail A24D Pavement Marking “STOP”             | At intersection with Chile Pope Valley Road and Pope Canyon Road |
| Pope Valley Cross Road           | A24G | Each (2) | Detail A24G Pavement Marking Limit Line         | At intersection with Chile Pope Valley Road and Pope Canyon Road |
| Pope Valley Cross Road           | A24D | Each (2) | Detail A24D Pavement Marking “STOP” and “AHEAD” |                                                                  |
| Sky Oaks Drive                   | 21   | 3,260    | Detail 21 – 4” No Passing Zone Two Direction    | White Cottage Road to College Avenue                             |
| Sky Oaks Drive                   | A24D | Each (2) | Detail A24D Pavement Marking “STOP”             | At intersection with College Avenue and White Cottage Road       |
| Sky Oaks Drive                   | A24G | Each (2) | Detail A24G Pavement Marking Limit Line         | At intersection with College Avenue and White Cottage Road       |
| Smith Way                        | 21   | 640      | Detail 21 – 4” No Passing Zone Two Direction    | Clark Way to McReynolds Drive                                    |
| Smith Way                        | A24D | Each (1) | Detail 24D Pavement Marking “STOP”              | At intersection with Clark Way                                   |
| Smith Way                        | A24G | Each (1) | Detail A24G Pavement Marking Limit Line         | At intersection with Clark Way                                   |
| Soda Canyon Road                 | 21   | 27,890   | Detail 21 – 4” No Passing Zone Two Direction    | Loma Vista to End                                                |
| South Fork Diamond Mountain Road | 27B  | 5,280    | Add New Detail 27B – 4” Right Edge Line         | Diamond Mountain Road to End                                     |
| Spring Mountain Road             | 21   | 23,073   | Detail 21 – 4” No Passing Zone Two Direction    | St. Helena City Limits northwesterly to Sonoma County Line       |
| Sunset Drive (Angwin)            | 21   | 2,218    | Detail 21 – 4” No Passing Zone Two Direction    | Howell Mountain Road to White Cottage Road                       |
| Sunset Drive (Angwin)            | A24D | Each (1) | Detail A24D Pavement Marking “STOP”             | At intersection with White Cottage Road                          |
| Sunset Drive (Angwin)            | A24G | Each (1) | Detail A24G Pavement Marking Limit Line         | At intersection with White Cottage Road                          |
| Sunset Drive (Angwin)            | A24D | Each (1) | Detail A24D Pavement Marking “STOP” and “AHEAD” |                                                                  |
| White Cottage Road               | 21   | 21,120   | Detail 21 – 4” No Passing Zone Two Direction    | Deer Park Road at Four Corners to End                            |
| White Cottage Road               | 27B  | 42,240   | Detail 27B – 4” Right Edge Line                 | Deer Park Road at Four Corners to Howell Mountain                |

|                          |      |          |                                                              | Road                                                         |
|--------------------------|------|----------|--------------------------------------------------------------|--------------------------------------------------------------|
| White Cottage Road       | A24D | Each (3) | Detail A24D Pavement Marking “STOP”                          | At intersection with College Avenue and Howell Mountain Road |
| White Cottage Road       | A24G | Each (3) | Detail A24G Pavement Marking Limit Line                      | At intersection with College Avenue and Howell Mountain Road |
| White Cottage Road       | A24D | Each (4) | Detail A24D Pavement Marking “STOP” and “AHEAD”              |                                                              |
| White Cottage Road       | A24D | Each (2) | Detail A24D Pavement Marking – YELLOW “SLOW” “SCHOOL” “XING” |                                                              |
| White Cottage Road       | A24F | Each (1) | Detail A24F – Yellow BASIC Crosswalk                         | At intersection with College Avenue                          |
| White Cottage Road       | A24F | Each (1) | Detail A24F – Yellow “LADDER” Crosswalk                      | At Howell Mountain Elementary School                         |
| Wooden Valley Cross Road | 21   | 6,760    | Detail 21 – 4” No Passing Zone Two Direction                 | Wooden Valley Road to Gordon Valley Road                     |
| Wooden Valley Cross Road | A24D | Each (1) | Detail A24D Pavement Marking “STOP”                          | At intersection with Wooden Valley Road                      |
| Wooden Valley Cross Road | A24G | Each (1) | Detail A24G Pavement Marking Limit Line                      | At intersection with Wooden Valley Road                      |



# 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:** 6/4/2024

**File ID #:** 24-940

**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Mark Witsoe, Airport Manager  
**SUBJECT:** Adoption of a Resolution Amending Fees at the Napa County Airport

### **RECOMMENDATION**

Adopt a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective July 1, 2024, increasing hangar and storage room fees by 2.3%. (Fiscal Impact: \$15,850 Revenue; Airport Fund; Budgeted; Discretionary)

### **BACKGROUND**

The Airport Enterprise Fund is financially self-sufficient, receiving no financial support from the County's General Fund. Staff is requesting an amendment to Napa County's Policy Manual, Part III: Fees, Part 30 Airport, in order to ensure the continued financial viability of the Airport Enterprise Fund. A summary of the requested amendment of Part III: Fees, Part 30 Airport, of the County of Napa Policy Manual, as outlined in Exhibit A of the attached resolution, is as follows:

- Increases Sec. 30.060 Hangar Rental Fees and Sec. 30.090 Airport Storage Room Fees. The 2.3% increase to monthly rates, rounded to the nearest whole dollar, based on the June 2022 to June 2023 Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, will apply to County-owned hangars and storage rooms, along with ground leases for privately-owned portable hangars.
- Change in Description Sec. 30.040 Airport Landing Fees for Commercial Operations. The fee description for aircraft weighing above 15,000 pounds was updated to include the word "additional", to align with existing fee collection assessments.
- Increase Sec. 30.050 Tiedown Rental Fees from \$75 to \$80 per month.
- Addition of a new storeroom to Sec. 30.090 Airport Storage Room Fees.

The proposed increase to the hangar and storage room rates using the Consumer Price Index will increase Airport revenues in Fiscal Year 2024-2025 by approximately \$15,850. The rates for the subject hangars at the Napa County Airport have traditionally been within range of other comparable airports with only CPI increases being applied for many years. Additionally, the methodology used to calculate the increase is consistent with

the Airport's General Aviation Leasing/Rents and Fees Policy adopted by the Board.

Costs associated with utilities and the ongoing maintenance of the Airport's aging hangars continue to rise and periodic rent increases are needed to keep up with the rate of inflation. The proposed increase was included in the Fiscal Year 2024-25 budget presented to the Airport Advisory Commission on April 9, 2024 and the Commission recommended Board approval of the budget as drafted.

This item is specifically exempt from the voting requirements of Article XIIC of the California Constitution because it is a charge imposed for entrance to or use of the County of Napa property or the purchase, rental or lease of County property (e.g., facility rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, tipping fees, golf green fees, et cetera).

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                                                                                                                                        |
| Is it currently budgeted?         | No                                                                                                                                                                                                                                                                                                                         |
| Where is it budgeted?             | It is included in the FY24-25 recommended budget for the Airport-Operations Fund (Fund 5010; Subdivision 5010000)                                                                                                                                                                                                          |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                                                                              |
| Discretionary Justification:      | The fee amendment will increase rents and fees by CPI and will result in additional annual revenue of approximately \$15,850 during fiscal year 2024-2025. As utility maintenance costs continue to rise for hangars, doors, and gates, additional revenue is needed to continue with preventative maintenance activities. |
| Is the general fund affected?     | No                                                                                                                                                                                                                                                                                                                         |
| Future fiscal impact:             | Amending fees will assist the Airport in collecting an additional \$15,850 per year until such time as the fees are amended again. The proposed fees have been incorporated into the recommended budget for Fiscal Year 2024-25.                                                                                           |
| Consequences if not approved:     | If not approved, the Napa County Airport would not be able to raise fees consistent with rising CPI, ultimately resulting in reduced ability to maintain the airport, including airport owned hangars.                                                                                                                     |

### **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  
AMENDING FEES AT THE NAPA COUNTY AIRPORT**

**WHEREAS**, the Napa County Airport (“Airport”) participates in the Federal Aviation Administration’s (“FAA”) Airport Improvement Program which requires compliance with thirty-nine Grant Assurances; and

**WHEREAS**, these FAA grant assurances require in part that airport sponsors “will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection;” and

**WHEREAS**, Section 4 of the Board adopted General Aviation Leasing/Rents Fees Policy requires the Airport to maintain a rent and fee structure consistent with these FAA Grant Assurances; and

**WHEREAS**, there is a need to amend hangar rental, storage room fees, and tiedown fees, update to the landing fee weight description for above 15,000 pounds, and add storeroom #2; and

**WHEREAS**, the County has developed a schedule of Airport fees and charges for the use of the airport and its facilities, taking into account the United States Department of Transportation Federal Aviation Administration (FAA) Policies regarding Airport Rates and Charges and the California State Controller’s Office Division of Accounting and Reporting Standards and Procedures for Enterprise Funds; and

**WHEREAS**, FAA Policy 2.1 (Federal Register Vol. 61, No. 121, RIN 2120-AF90, Docket No. 27782) permits fees and charges to be set by ordinance, statute or resolution, regulation, or agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Board hereby directs the Clerk of the Napa County Board of Supervisors, State of California, to integrate the changes approved above into Section III of the Board Policy Manual, “Fees for Services Provided by County Departments and Agencies” in the manner set forth in Exhibit “B,” attached hereto and incorporated by reference herein,
2. The Board finds this resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273(a)(1) and (2).
3. The fees increased hereby shall become effective July 1, 2024.



**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 4<sup>th</sup> day of June 2024, by the following vote:

AYES:           SUPERVISORS

NOES:           SUPERVISORS

ABSTAIN:       SUPERVISORS

ABSENT:        SUPERVISORS

NAPA COUNTY, a political subdivision of the  
State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair of the  
Board of Supervisors

|                                                                                                                                                       |                                                                                                                                                |                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u><br/>Deputy County Counsel</p> <p>Date: <u>May 15, 2024</u></p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

## EXHIBIT LIST

The fees adopted by the Board of Supervisors by this Resolution are included in the Exhibits listed below in both tracked and clean formats. Adoption of new fees or fee increases are noted by underline. Rescinded fees are noted by strikethrough. Fees that have no underline or strikethrough formatting are not adopted by this Resolution, but are existing unaltered fees included herein for informational purposes only.

The clean version of the fee schedule is the document that will be included in the County Policy Manual.

|           |         |                   |
|-----------|---------|-------------------|
| Exhibit A | Part 30 | Airport – Tracked |
| Exhibit B | Part 30 | Airport - Clean   |

Revised 6/27/06 Resolution 06-138  
Revised 6/26/07; Resolution 07-84  
Revised: 6/24/08; Resolution 08-105  
Revised: 9/15/09; Resolution 09-127  
Revised: 6/23/15; Resolution 2015-91  
Revised 7/12/16; Resolution 2016-97  
Revised 7/18/17; Resolution 2017-120  
Revised 6/10/18; Resolution 2018-92  
Revised 5/21/19; Resolution 2019-70  
Revised 8/27/19; Resolution 2019-98  
Revised 6/23/20; Resolution 2020-96  
Revised 5/17/22; Resolution 2022-72  
Revised 12/6/22; Resolution 2022-197 Eff 1/1/23  
Revised 6/6/2023; Resolution 2023-74  
Revised \_\_\_\_/\_\_\_\_/\_\_\_\_; Resolution 2024-\_\_\_\_

## **PART 30**

### **AIRPORT**

#### **EXHIBIT “A”**

Sec. 30.010. General  
Sec. 30.015. Standard Hourly Rates  
Sec. 30.020. Parking Fees  
Sec. 30.030. Fuel Flowage Fees  
Sec. 30.040. Airport Landing Fees  
Sec. 30.050. Tiedown Rental Fees  
Sec. 30.060. Hangar Rental Fees  
Sec. 30.070. Reserved  
Sec. 30.080. Lease Execution Deposit  
Sec. 30.090. Airport Storage Room Fees  
Sec. 30.100. Miscellaneous Fees

#### **Sec. 30.010. General**

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

#### **Sec. 30.015. Standard Hourly Rates**

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

|                                                                                                                                                                 |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant): | \$140.00 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

|                                                                                                            |         |
|------------------------------------------------------------------------------------------------------------|---------|
| Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker): | \$90.00 |
|------------------------------------------------------------------------------------------------------------|---------|

**Sec. 30.020. Parking Fees**

The following parking fees are established as overnight/ full 24-hour period.

|     |                |         |
|-----|----------------|---------|
| (a) | 0 – 5,000 lbs. | \$10.00 |
|-----|----------------|---------|

The following parking fees are established for **any** portion of a 24- hour period.

|     |                     |         |
|-----|---------------------|---------|
| (b) | 5,001 – 12,500 lbs. | \$15.50 |
|-----|---------------------|---------|

|     |                          |          |
|-----|--------------------------|----------|
| (c) | 12,501 lbs. -30,000 lbs. | \$150.00 |
|-----|--------------------------|----------|

|     |                   |          |
|-----|-------------------|----------|
| (d) | Above 30,000 lbs. | \$250.00 |
|-----|-------------------|----------|

**Sec. 30.030. Fuel Flowage Fees**

The following resale fees are established:

|                                 |                      |
|---------------------------------|----------------------|
| Fuel Flowage Fee for Jet A Fuel | \$25.00 per 100 gal. |
| Fuel Flowage Fee for AvGas      | \$12.00 per100 gal.  |
| Fuel Flowage Fee for Diesel     | \$12.00 per100 gal.  |
| Fuel Flowage Fee for Mogas      | \$12.00 per100 gal.  |

**Sec. 30.040. Airport Landing Fees for Commercial Operations**

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

- (a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, and any transient (non-based) aircraft weighing 12,500 lbs. or more except for charter operations of any designated Napa County fixed base operators. The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.
- (b) For purposes of this section, an “air taxi operation” is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand basis.

- (c) For purposes of this section, a “commercial operation” is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.
- (d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.
- (e) The following fees pursuant to weight shall be imposed per landing:

| <b><u>WEIGHT</u></b>          | <b><u>FEE</u></b>                                         |
|-------------------------------|-----------------------------------------------------------|
| (1) 0 to 5,000 lbs.           | \$16.50                                                   |
| (2) 5,001 lbs. to 12,500 lbs. | \$31.00                                                   |
| (3) 12,501 lbs to 15,000 lbs  | \$42.00                                                   |
| (4) Above 15,000 lbs.         | \$42.00 + \$3.50<br>per each <u>additional</u> 1,000 lbs. |

#### **Sec. 30.050. Tiedown Rental Fees**

The following tiedown monthly rental fees are established:

| <b><u>WEIGHT</u></b> | <b><u>Fee</u></b>                 |
|----------------------|-----------------------------------|
| 0 – 5,000 lbs.       | <del>\$75.00</del> <u>\$80.00</u> |

#### **Sec. 30.060. Hangar Rental Fees.**

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

##### **County-Owned Hangars**

| <b><u>Hangar Numbers</u></b> | <b><u>Monthly Rental Fee</u></b>    |
|------------------------------|-------------------------------------|
| 7-8 and 10-12                | <del>\$221.00</del> <u>\$226.00</u> |
| 9                            | <del>\$198.00</del> <u>\$203.00</u> |
| 13-24                        | <del>\$265.00</del> <u>\$272.00</u> |
| 25-36                        | <del>\$292.00</del> <u>\$299.00</u> |
| 37-44                        | <del>\$339.00</del> <u>\$347.00</u> |
| 45-54                        | <del>\$450.00</del> <u>\$460.00</u> |

|                     |                              |
|---------------------|------------------------------|
| 60 and 62-81        | <del>\$292.00</del> \$299.00 |
| 61                  | <del>\$317.00</del> \$325.00 |
| 82                  | <del>\$393.00</del> \$402.00 |
| 83                  | <del>\$337.00</del> \$344.00 |
| 84                  | <del>\$407.00</del> \$416.00 |
| 85                  | <del>\$423.00</del> \$433.00 |
| 86-91               | <del>\$344.00</del> \$352.00 |
| 92 and 94           | <del>\$453.00</del> \$463.00 |
| 93 and 95           | <del>\$390.00</del> \$399.00 |
| 96-101 and 103      | <del>\$344.00</del> \$352.00 |
| 102                 | <del>\$465.00</del> \$476.00 |
| 104                 | <del>\$395.00</del> \$404.00 |
| 105                 | <del>\$254.00</del> \$359.00 |
| 106                 | <del>\$382.00</del> \$390.00 |
| 107-113             | <del>\$297.00</del> \$303.00 |
| 114                 | <del>\$375.00</del> \$383.00 |
| 115                 | <del>\$346.00</del> \$354.00 |
| 116                 | <del>\$475.00</del> \$486.00 |
| 117                 | <del>\$484.00</del> \$495.00 |
| 118-125             | <del>\$406.00</del> \$415.00 |
| 126- <del>127</del> | <del>\$475.00</del> \$486.00 |
| <del>127</del>      | <del>\$406.00</del>          |

**Other County-Owned Hangars (Executive)**

| <u>Hangar Numbers</u> | <u>Monthly Rental Fee</u>        |
|-----------------------|----------------------------------|
| A1 – A4               | <del>\$1,210.20</del> \$1,238.00 |
| A5 – A8               | <del>\$1,465.34</del> \$1,499.00 |

**Shade Hangars**

| <u>Hangar Numbers</u> | <u>Monthly Rental Fee</u>    |
|-----------------------|------------------------------|
| SO01 – SO12           | <del>\$97.00</del> \$99.00   |
| SN02 – SN10           | <del>\$97.00</del> \$99.00   |
| SN01 & SN11           | <del>\$108.00</del> \$111.00 |
| SP02 – SP10           | <del>\$97.00</del> \$99.00   |
| SQ01 – SQ12           | <del>\$97.00</del> \$99.00   |
| SP01 – SP11           | <del>\$108.00</del> \$111.00 |

**Ground Lease for Privately-Owned Portable Hangars**

| <u>Hangar Number</u> | <u>Monthly Rental Fee</u>  |
|----------------------|----------------------------|
| 1                    | <del>\$94.00</del> \$96.00 |

**Sec. 30.070. [Reserved]****Sec. 30.080. Lease/Sublease Execution Deposit**

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or \$5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below \$500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

**Sec. 30.090. Airport Storage Room Fees**

The following storage room monthly rental fees are established:

|                   |                     |                    |                              |
|-------------------|---------------------|--------------------|------------------------------|
| <del>(a)</del>    | <b>Storeroom #2</b> | <b>287 Sq. Ft.</b> | <b>\$191.00</b>              |
| <del>(a)(b)</del> | Storeroom #3        | 208 Sq. Ft.        | <del>\$136.00</del> \$139.00 |
| <del>(b)(c)</del> | Storeroom #4        | 208 Sq. Ft.        | <del>\$136.00</del> \$139.00 |
| <del>(c)(d)</del> | Storeroom #5        | 527 Sq. Ft.        | <del>\$345.00</del> \$353.00 |
| <del>(d)(e)</del> | Storeroom #6        | 538 Sq. Ft.        | <del>\$358.00</del> \$366.00 |
| <del>(e)(f)</del> | Storeroom #7        | 140 Sq. Ft.        | <del>\$91.00</del> \$93.00   |
| <del>(f)(g)</del> | Storeroom #8        | 154 Sq. Ft.        | <del>\$101.00</del> \$103.00 |
| <del>(g)(h)</del> | Storeroom #9        | 627 Sq. Ft.        | <del>\$408.00</del> \$417.00 |
| <del>(h)(i)</del> | Storeroom #10       | 660 Sq. Ft.        | <del>\$430.00</del> \$440.00 |

**Sec. 30.100. Miscellaneous Fees**

|     |                                        |                   |
|-----|----------------------------------------|-------------------|
| (a) | Access Control remote openers          | \$30.00 each      |
| (b) | Conference Room rental fees            |                   |
|     | 1. Non-Profits & governmental agencies |                   |
|     | (i) First four hours                   | No Fee            |
|     | (ii) Each additional hour              | \$ 10.00 per hour |
|     | 2. For Profits                         |                   |
|     | (i) Up to four hours                   | \$ 100.00         |
|     | (ii) Each additional hour              | \$20.00 per hour  |

|     |                                                                                   |                                                                               |
|-----|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| (c) | Replacement of County hangar lock                                                 | \$ 40.00 each                                                                 |
| (d) | Replacement of County hangar key                                                  | \$ 10.00 each                                                                 |
| (e) | Waiting List Subscription                                                         | \$ 35.00 per year                                                             |
| (f) | Vehicle Parking                                                                   |                                                                               |
|     | 1. First 24 Hours                                                                 | No charge                                                                     |
|     | 2. Daily Use Permit                                                               | \$10.00 per day<br>per vehicle                                                |
|     | 3. Monthly Use Permit                                                             | \$150 per month<br>per vehicle                                                |
|     | 4. Administrative Towing fee                                                      | \$275.00<br>per vehicle                                                       |
| (g) | Maintenance of private leaseholds                                                 |                                                                               |
|     | 1. Sweeping                                                                       | \$ 181.00/hour + employee costs*                                              |
|     | 2. Mower                                                                          | \$ 48.00/hour + employee costs*                                               |
|     | 3. Gutter Cleaning                                                                | \$ 350.00/equipment hour + employee costs*                                    |
|     | 4. Hangar Light Bulb Replacement<br>(Replacement materials supplied by<br>tenant) | \$ 48.00/hour + employee costs*                                               |
|     | *Refer to Sec. 30.015. Standard Hourly Rates                                      |                                                                               |
| (h) | Special Event Fees                                                                |                                                                               |
|     | 1. Administrative Fee                                                             | \$ 1,000.00 per event day                                                     |
|     | 2. Employee costs during event                                                    | See Sec. 30.015.                                                              |
|     | 3. Other Departments (if necessary)                                               | Estimated at time of<br>event based on information from Other<br>Departments. |
| (i) | Commercial Operator Annual Permit                                                 | \$130.00 per year                                                             |
| (j) | <u>Independent Aircraft Maintenance<br/>Operator (SASO) Permit</u>                |                                                                               |
|     | 1. <u>Piston Only</u>                                                             | \$200.00 per month                                                            |
|     | 2. <u>Piston &amp; Turbine</u>                                                    | \$400.00 per month                                                            |
| (k) | <u>Aircraft Charter or Aircraft<br/>Management Operator (SASO)<br/>Permit</u>     | \$500.00 per month                                                            |
| (l) | <u>Independent Flight Training Operator<br/>(SASO) Permit</u>                     | \$200.00 per month                                                            |



- |     |                                                 |                            |
|-----|-------------------------------------------------|----------------------------|
| (m) | <u>Commercial Transportation Permit</u>         | \$12.50 per trip           |
|     | 1. <u>Air Operations Area (AOA)</u>             | \$2.00 per pickup/drop-off |
|     | 2. <u>Non-Air Operations Area (non-AOA)</u>     |                            |
| (n) | Rideshare Transportation Fee<br>(No AOA Access) | \$2.00 per pickup/drop-off |
| (o) | Unauthorized vehicle and aircraft parking       |                            |
|     | 1. Vehicle                                      | \$20.00 per day            |
|     | 2. Aircraft up to and including 12,500 lbs.     | \$50.00 per day            |
|     | 3. Aircraft over 12,500 lbs.                    | \$375.00 per day           |

Revised 6/27/06 Resolution 06-138  
Revised 6/26/07; Resolution 07-84  
Revised: 6/24/08; Resolution 08-105  
Revised: 9/15/09; Resolution 09-127  
Revised: 6/23/15; Resolution 2015-91  
Revised 7/12/16; Resolution 2016-97  
Revised 7/18/17; Resolution 2017-120  
Revised 6/10/18; Resolution 2018-92  
Revised 5/21/19; Resolution 2019-70  
Revised 8/27/19; Resolution 2019-98  
Revised 6/23/20; Resolution 2020-96  
Revised 5/17/22; Resolution 2022-72  
Revised 12/6/22; Resolution 2022-197 Eff 1/1/23  
Revised 6/6/2023; Resolution 2023-74  
Revised \_\_\_\_/\_\_\_\_/\_\_\_\_; Resolution 2023-\_\_\_\_

## **PART 30**

### **AIRPORT**

#### **EXHIBIT “B”**

Sec. 30.010. General  
Sec. 30.015. Standard Hourly Rates  
Sec. 30.020. Parking Fees  
Sec. 30.030. Fuel Flowage Fees  
Sec. 30.040. Airport Landing Fees  
Sec. 30.050. Tiedown Rental Fees  
Sec. 30.060. Hangar Rental Fees  
Sec. 30.070. Reserved  
Sec. 30.080. Lease Execution Deposit  
Sec. 30.090. Airport Storage Room Fees  
Sec. 30.100. Miscellaneous Fees

#### **Sec. 30.010. General**

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

#### **Sec. 30.015. Standard Hourly Rates**

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

|                                                                                                                                                                 |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant): | \$140.00 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

|                                                                                                            |         |
|------------------------------------------------------------------------------------------------------------|---------|
| Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker): | \$90.00 |
|------------------------------------------------------------------------------------------------------------|---------|

**Sec. 30.020. Parking Fees**

The following parking fees are established as overnight/ full 24-hour period.

|     |                |         |
|-----|----------------|---------|
| (a) | 0 – 5,000 lbs. | \$10.00 |
|-----|----------------|---------|

The following parking fees are established for **any** portion of a 24- hour period.

|     |                     |         |
|-----|---------------------|---------|
| (b) | 5,001 – 12,500 lbs. | \$15.50 |
|-----|---------------------|---------|

|     |                          |          |
|-----|--------------------------|----------|
| (c) | 12,501 lbs. -30,000 lbs. | \$150.00 |
|-----|--------------------------|----------|

|     |                   |          |
|-----|-------------------|----------|
| (d) | Above 30,000 lbs. | \$250.00 |
|-----|-------------------|----------|

**Sec. 30.030. Fuel Flowage Fees**

The following resale fees are established:

|                                 |                      |
|---------------------------------|----------------------|
| Fuel Flowage Fee for Jet A Fuel | \$25.00 per 100 gal. |
| Fuel Flowage Fee for AvGas      | \$12.00 per100 gal.  |
| Fuel Flowage Fee for Diesel     | \$12.00 per100 gal.  |
| Fuel Flowage Fee for Mogas      | \$12.00 per100 gal.  |

**Sec. 30.040. Airport Landing Fees for Commercial Operations**

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

- (a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, and any transient (non-based) aircraft weighing 12,500 lbs. or more except for charter operations of any designated Napa County fixed base operators. The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.
- (b) For purposes of this section, an “air taxi operation” is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand basis.

- (c) For purposes of this section, a “commercial operation” is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.
- (d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.
- (e) The following fees pursuant to weight shall be imposed per landing:

| <b><u>WEIGHT</u></b>          | <b><u>FEE</u></b>                                  |
|-------------------------------|----------------------------------------------------|
| (1) 0 to 5,000 lbs.           | \$16.50                                            |
| (2) 5,001 lbs. to 12,500 lbs. | \$31.00                                            |
| (3) 12,501 lbs to 15,000 lbs  | \$42.00                                            |
| (4) Above 15,000 lbs.         | \$42.00 + \$3.50<br>per each additional 1,000 lbs. |

#### **Sec. 30.050. Tiedown Rental Fees**

The following tiedown monthly rental fees are established:

| <b><u>WEIGHT</u></b> | <b><u>Fee</u></b> |
|----------------------|-------------------|
| 0 – 5,000 lbs.       | \$80.00           |

#### **Sec. 30.060. Hangar Rental Fees.**

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

##### **County-Owned Hangars**

| <b><u>Hangar Numbers</u></b> | <b><u>Monthly Rental Fee</u></b> |
|------------------------------|----------------------------------|
| 7-8 and 10-12                | \$226.00                         |
| 9                            | \$203.00                         |
| 13-24                        | \$272.00                         |
| 25-36                        | \$299.00                         |
| 37-44                        | \$347.00                         |
| 45-54                        | \$460.00                         |

|                |          |
|----------------|----------|
| 60 and 62-81   | \$299.00 |
| 61             | \$325.00 |
| 82             | \$402.00 |
| 83             | \$344.00 |
| 84             | \$416.00 |
| 85             | \$433.00 |
| 86-91          | \$352.00 |
| 92 and 94      | \$463.00 |
| 93 and 95      | \$399.00 |
| 96-101 and 103 | \$352.00 |
| 102            | \$476.00 |
| 104            | \$404.00 |
| 105            | \$359.00 |
| 106            | \$390.00 |
| 107-113        | \$303.00 |
| 114            | \$383.00 |
| 115            | \$354.00 |
| 116            | \$486.00 |
| 117            | \$495.00 |
| 118-125        | \$415.00 |
| 126-127        | \$486.00 |

**Other County-Owned Hangars (Executive)**

| <u>Hangar Numbers</u> | <u>Monthly Rental Fee</u> |
|-----------------------|---------------------------|
| A1 – A4               | \$1,238.00                |
| A5 – A8               | \$1,499.00                |

**Shade Hangars**

| <u>Hangar Numbers</u> | <u>Monthly Rental Fee</u> |
|-----------------------|---------------------------|
| SO01 – SO12           | \$99.00                   |
| SN02 – SN10           | \$99.00                   |
| SN01 & SN11           | \$111.00                  |
| SP02 – SP10           | \$99.00                   |
| SQ01 – SQ12           | \$99.00                   |
| SP01 – SP11           | \$111.00                  |

**Ground Lease for Privately-Owned Portable Hangars**

| <u>Hangar Number</u> | <u>Monthly Rental Fee</u> |
|----------------------|---------------------------|
| 1                    | \$96.00                   |

|   |          |
|---|----------|
| 2 | \$300.00 |
| 4 | \$60.00  |

**Sec. 30.070. [Reserved]**

**Sec. 30.080. Lease/Sublease Execution Deposit**

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or \$5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below \$500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

**Sec. 30.090. Airport Storage Room Fees**

The following storage room monthly rental fees are established:

|     |               |             |          |
|-----|---------------|-------------|----------|
| (a) | Storeroom #2  | 287 Sq. Ft. | \$191.00 |
| (b) | Storeroom #3  | 208 Sq. Ft. | \$139.00 |
| (c) | Storeroom #4  | 208 Sq. Ft. | \$139.00 |
| (d) | Storeroom #5  | 527 Sq. Ft. | \$353.00 |
| (e) | Storeroom #6  | 538 Sq. Ft. | \$366.00 |
| (f) | Storeroom #7  | 140 Sq. Ft. | \$93.00  |
| (g) | Storeroom #8  | 154 Sq. Ft. | \$103.00 |
| (h) | Storeroom #9  | 627 Sq. Ft. | \$417.00 |
| (i) | Storeroom #10 | 660 Sq. Ft. | \$440.00 |

**Sec. 30.100. Miscellaneous Fees**

|     |                                        |                   |
|-----|----------------------------------------|-------------------|
| (a) | Access Control remote openers          | \$30.00 each      |
| (b) | Conference Room rental fees            |                   |
|     | 1. Non-Profits & governmental agencies |                   |
|     | (i) First four hours                   | No Fee            |
|     | (ii) Each additional hour              | \$ 10.00 per hour |
|     | 2. For Profits                         |                   |
|     | (i) Up to four hours                   | \$ 100.00         |
|     | (ii) Each additional hour              | \$20.00 per hour  |

|     |                                                                                   |                                                                               |
|-----|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| (c) | Replacement of County hangar lock                                                 | \$ 40.00 each                                                                 |
| (d) | Replacement of County hangar key                                                  | \$ 10.00 each                                                                 |
| (e) | Waiting List Subscription                                                         | \$ 35.00 per year                                                             |
| (f) | Vehicle Parking                                                                   |                                                                               |
|     | 1. First 24 Hours                                                                 | No charge                                                                     |
|     | 2. Daily Use Permit                                                               | \$10.00 per day<br>per vehicle                                                |
|     | 3. Monthly Use Permit                                                             | \$150 per month<br>per vehicle                                                |
|     | 4. Administrative Towing fee                                                      | \$275.00<br>per vehicle                                                       |
| (g) | Maintenance of private leaseholds                                                 |                                                                               |
|     | 1. Sweeping                                                                       | \$ 181.00/hour + employee costs*                                              |
|     | 2. Mower                                                                          | \$ 48.00/hour + employee costs*                                               |
|     | 3. Gutter Cleaning                                                                | \$ 350.00/equipment hour + employee costs*                                    |
|     | 4. Hangar Light Bulb Replacement<br>(Replacement materials supplied by<br>tenant) | \$ 48.00/hour + employee costs*                                               |
|     | *Refer to Sec. 30.015. Standard Hourly Rates                                      |                                                                               |
| (h) | Special Event Fees                                                                |                                                                               |
|     | 1. Administrative Fee                                                             | \$ 1,000.00 per event day                                                     |
|     | 2. Employee costs during event                                                    | See Sec. 30.015.                                                              |
|     | 3. Other Departments (if necessary)                                               | Estimated at time of<br>event based on information from Other<br>Departments. |
| (i) | Commercial Operator Annual Permit                                                 | \$130.00 per year                                                             |
| (j) | <u>Independent Aircraft Maintenance<br/>Operator (SASO) Permit</u>                |                                                                               |
|     | 1. <u>Piston Only</u>                                                             | \$200.00 per month                                                            |
|     | 2. <u>Piston &amp; Turbine</u>                                                    | \$400.00 per month                                                            |
| (k) | <u>Aircraft Charter or Aircraft<br/>Management Operator (SASO)<br/>Permit</u>     | \$500.00 per month                                                            |
| (l) | <u>Independent Flight Training Operator<br/>(SASO) Permit</u>                     | \$200.00 per month                                                            |

- |     |                                                 |                            |
|-----|-------------------------------------------------|----------------------------|
| (m) | <u>Commercial Transportation Permit</u>         | \$12.50 per trip           |
|     | 1. <u>Air Operations Area (AOA)</u>             | \$2.00 per pickup/drop-off |
|     | 2. <u>Non-Air Operations Area (non-AOA)</u>     |                            |
| (n) | Rideshare Transportation Fee<br>(No AOA Access) | \$2.00 per pickup/drop-off |
| (o) | Unauthorized vehicle and aircraft parking       |                            |
|     | 1. Vehicle                                      | \$20.00 per day            |
|     | 2. Aircraft up to and including 12,500 lbs.     | \$50.00 per day            |
|     | 3. Aircraft over 12,500 lbs.                    | \$375.00 per day           |





# 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:** 6/4/2024

**File ID #:** 24-946

---

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Amanda Exum, Staff Services Analyst II  
**SUBJECT:** Professional Services Agreement with Marquee Fire Protection, LLC dba Marquee Fire Protection

---

### **RECOMMENDATION**

Approve and authorize Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to provide inspection, testing, and maintenance services of the County's fire sprinkler systems and equipment for the term July 1, 2024 through June 30, 2027, with two one-year automatic renewal options.

(Fiscal Impact: \$102,235 Expense; Various Funds; Budgeted; Discretionary)

### **BACKGROUND**

Today's action will approve a professional services agreement with Marquee Fire Protection, LLC effective July 1, 2024, with a maximum compensation amount of \$77,235 for routine services and \$25,000 for non-routine services for a total of \$102,235 per fiscal year in years 1-3, with the option for automatic renewal for years 4-5 with a maximum compensation amount of \$85,143 for routine services and \$30,000 for non-routine services for a total of \$115,143 per fiscal year.

Napa County's current agreement for fire sprinkler systems services is expiring as of June 30, 2024. As part of a competitive procurement process for contracted professional fire sprinkler systems testing, inspection, and maintenance services and in accordance with County purchasing policy, County staff issued a Request for Proposal (RFP) on February 15, 2024. Six companies submitted proposals in response to this RFP. The proposals were scored according to predetermined weighted criteria: company history, experience, qualifications, approach to scope of work, and pricing. Marquee Fire Protection distinguished themselves as the most qualified company and was selected by the panel to provide Napa County with fire sprinkler systems services.

Marquee Fire Protection is not a local vendor.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                                                                                                                                            |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                                                                                                                                            |
| Where is it budgeted?             | It is included in the recommended budget in various department budgets that receive the service (Funds 4300, 1360, 2002, 2004, 2100, 5010, 5020)                                                                                                                                                                               |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                                                                                  |
| Discretionary Justification:      | Procurement of contracted fire sprinkler systems testing, inspection, and maintenance services at County facilities.                                                                                                                                                                                                           |
| Is the general fund affected?     | Yes                                                                                                                                                                                                                                                                                                                            |
| Future fiscal impact:             | This agreement will continue to be budgeted in future fiscal years in the affected funds.                                                                                                                                                                                                                                      |
| Consequences if not approved:     | There will not be contracted fire sprinkler systems services at County facilities placing the County at risk of being out of compliance with the standards set forth by the National Fire Protection Association (NFPA) and required by the California Office of the State Fire Marshal in the California Code of Regulations. |

**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. 250008B

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MARQUEE FIRE PROTECTION, LLC, doing business as MARQUEE FIRE PROTECTION, whose mailing address is 3875 Atherton Road, Suite 200, Rocklin, CA 95765-3716, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide inspection, testing, and maintenance services of the County's fire sprinkler systems and equipment; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**TERMS**

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2024, and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto, in addition to the RFP and CONTRACTOR's proposal, incorporated by reference herein.

### 3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SEVENTY-SEVEN THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$77,235) for routine professional services per fiscal year and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for non-routine services per fiscal year in years 1-3 and a total of EIGHTY-FIVE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$85,143) for routine professional services per fiscal year and THIRTY THOUSAND DOLLARS (\$30,000) for non-routine services per fiscal year in fiscal years 4-5, if extended pursuant to paragraph 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

### 4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Public Works Administrative Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Public Works Administrative Manager upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Department of Public Works prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR 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 CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR 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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to



the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of



maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

CONTRACTOR

Marquee Fire Protection, LLC  
3875 Atherton Road, Suite 200  
Rocklin, CA 95765-3716

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and

subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

#### 15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Public Works. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This

includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Public Works.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) **Prevailing Wages Rates.** In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) **Payroll Records.** In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) **Apprentices.** CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict.

CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises,

representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

29. **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.

30. **Electronic Signatures.** This Agreement may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

*[Remainder of page left blank intentionally; signature page follows.]*

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

MARQUEE FIRE PROTECTION, LLC doing business as  
MARQUEE FIRE PROTECTION



By

JEFF AWTREY, C.E.O.

By

KIMBERLY REED, C.O.O.

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By

JOELLE GALLAGHER, Chair  
Board of Supervisors

"COUNTY"

|                                                                                                                                                      |                                                                                                                                                |                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u><br/>Deputy County Counsel</p> <p>Date: <u>May 10, 2024</u></p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|



## EXHIBIT "A"

### SCOPE OF WORK

#### I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following routine and non-routine/emergency inspection, testing, and maintenance of automatic fire sprinkler systems and equipment. All services shall conform to acceptable industry standards as established by the National Fire Protection Association (NFPA) and as referenced, incorporated, and required by the California Office of the State Fire Marshal in the California Code of Regulations and other applicable codes, laws, and regulations.

During the term of the agreement, COUNTY may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

#### Routine Services:

CONTRACTOR shall provide COUNTY with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following locations. Unless otherwise indicated, all locations are in Napa, California.

| <b>Building</b>                       | <b>Address</b>                               | <b>Equipment</b>                                                                 |
|---------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------|
| New Jail - Corrections                | 1125 Third Street                            | 1 Sprinkler – Wet Riser                                                          |
| Hall of Justice (Old Jail)            | 1125 Third Street                            | 1 Sprinkler – Wet Riser                                                          |
| Administration                        | 1195 Third Street                            | 1 Sprinkler – Wet Riser                                                          |
| 1127 First Street                     | 1127 First Street                            | 1 Sprinkler – Wet Riser                                                          |
| 1917 First Street                     | 1917 First Street                            | 1 Residential Sprinkler – Wet Riser                                              |
| 5 <sup>th</sup> Street Parking Garage | 1100 Fifth Street                            | 1 Sprinkler – Wet Riser                                                          |
| ITS/HHSA                              | 650 Imperial Way                             | 2 Sprinkler – Wet Risers                                                         |
| Juvenile Justice Center               | 212 Walnut Street                            | 1 Sprinkler – Wet Riser                                                          |
| Animal Shelter                        | 942 Hartle Court                             | 1 Sprinkler – Wet Riser                                                          |
| Homeless Shelter                      | 100 Hartle Court                             | 1 Sprinkler – Wet Riser                                                          |
| Equipment Pool - Fleet                | 3075 California Boulevard                    | 2 Sprinkler – Wet Risers                                                         |
| Bella Drive                           | 1046 Bella Drive                             | 1 Residential Sprinkler - Wet Riser                                              |
| M1/M2                                 | Napa State Hospital<br>2100 Napa-Vallejo Hwy | 1 Sprinkler – Wet Riser                                                          |
| South Campus Bldg 1A                  | 2747 Napa Valley Corporate Drive             | 2 Sprinkler – Wet Risers                                                         |
| South Campus Bldg B                   | 2751 Napa Valley Corporate Drive             | 2 Sprinkler – Wet Risers                                                         |
| South Campus Bldg A                   | 2751 Napa Valley Corporate Drive             | 2 Sprinkler – Wet Risers,<br>1 Sprinkler – Preaction,<br>1 Sprinkler – Dry Riser |
| South Campus Bldg 4                   | 2721 Napa Valley Corporate Drive             | 1 Sprinkler – Wet Riser,<br>1 Sprinkler – Preaction,<br>1 Sprinkler – Dry Riser  |
| Sheriff Office                        | 1535 Airport Boulevard                       | 1 Sprinkler – Wet Riser                                                          |
| Airport                               | 2000 Airport Road                            | 5 Sprinkler – Wet Risers                                                         |
| Re-Entry                              | 2200 Napa-Vallejo Highway                    | 5 Sprinkler – Wet Risers                                                         |
| Yountville Fire Station               | 7401 Solano Ave, Yountville                  | 1 Sprinkler – Wet Riser                                                          |

*A full trip test for dry systems is required annually*

CONTRACTOR shall provide COUNTY with 11 **monthly** and one **Annual** (doubles as the 12<sup>th</sup> monthly) inspection and testing for the fire pump at the following location. Location is in Napa, California.

| <b>Building</b>        | <b>Address</b>    | <b>Equipment</b>                  |
|------------------------|-------------------|-----------------------------------|
| New Jail - Corrections | 1125 Third Street | 1 Electric Fire Pump – Horizontal |

CONTRACTOR shall provide COUNTY with one Annual inspection and testing of hydrants and hoses at the following locations. All locations are in Napa, California.

| <b>Building</b>              | <b>Address</b>                        | <b>Equipment</b> |
|------------------------------|---------------------------------------|------------------|
| South Campus – Entire Campus | 2751/2721 Napa Valley Corporate Drive | 12 Hydrants      |
| Sheriff Office               | 1535 Airport Boulevard                | 5 Hydrants       |
| Airport                      | 2000 Airport Road                     | 2 Hydrants       |
| Re-Entry                     | 2200 Napa-Vallejo Highway             | 3 Hydrants       |
| Hall of Justice (Old Jail)   | 1125 Third Street                     | 1 Fire Hose      |
| Juvenile Justice Center      | 212 Walnut Street                     | 2 Fire Hoses     |

CONTRACTOR shall provide COUNTY with two Semi-Annual inspections, testing, and maintenance of kitchen hood systems (service) two **Semi-Annual** OR four **Quarterly** inspection and cleaning of grease buildup at the following locations. All locations are in Napa, California.

| <b>Building</b>                     | <b>Address</b>                   | <b>Equipment</b>                                                                                              | <b>Frequency of Cleaning Service</b> |
|-------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Juvenile Justice Center             | 212 Walnut Street                | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out),<br>3 Fusible Links (Each, Replacement) | Semi-Annual                          |
| Re-Entry                            | 2200 Napa-Vallejo Highway        | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out),<br>2 Fusible Links (Each, Replacement) | Semi-Annual                          |
| M1/M2                               | 2100 Napa-Vallejo Highway        | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out),<br>2 Fusible Links (Each, Replacement) | Semi-Annual                          |
| South Campus Bldg (Provisions Cafe) | 2751 Napa Valley Corporate Drive | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out),<br>3 Fusible Links (Each, Replacement) | Quarterly                            |

If during the course of providing services the CONTRACTOR identifies system or equipment deficiencies, the CONTRACTOR shall notify COUNTY of the deficiency and/or recommended/needed repairs.

**Non-Routine and Emergency Services:** CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, maintenance (including kitchen hood cleanings), and emergency testing and maintenance services for all fire sprinkler systems and equipment and kitchen hood systems as requested by the County’s Director of Public Works or designee at the hourly rates provided in Exhibit “B”, plus parts.

Emergency call back services shall be provided within four (4) hours of request.

**Hours and Frequency of Service:** All inspections, testing, and maintenance will be performed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.

If any equipment malfunction occurs after a related routine or non-routine service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related routine or non-routine service, outside regular routine hours, the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rates provided in Exhibit "B".

Call back services shall be provided within twenty-four (24) hours of request.

**Written Reports:** A written report, utilizing the forms established by the NFPA, shall be provided for each inspection and test at each location. Reports are due to the Napa County Facilities Superintendent within five (5) working days of test/service.

**Minimum Certifications and Licensing:** A California C-16 Fire Protection Contractor license is required. Registration with the California Department of Industrial Relations (DIR) is required, and a valid DIR registration number must be maintained throughout the entirety of the contract.

**Subcontracting of Services:** If the CONTRACTOR wishes to use a subcontractor not specified in CONTRACTOR'S proposal, prior written approval must be obtained. If a subcontract for work or services is performed, the subcontract must contain all required provisions of the prime contract. All invoicing must be through the primary contract. Direct invoicing from subcontractors cannot be accepted.

**II COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT “B”****COMPENSATION**

CONTRACTOR shall provide **Quarterly** and **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of COUNTY fire sprinkler systems as outlined in Exhibit “A” and listed in the charts below at the following rates:

**ROUTINE RATES                      YEARS 1-3                      JULY 1, 2024-JUNE 30, 2027**

| <b>Building</b>                       | <b>Address</b>                                  | <b>Equipment</b>                  | <b>1<sup>st</sup> Qtrly</b> | <b>2<sup>nd</sup> Qtrly</b> | <b>3<sup>rd</sup> Qtrly</b> | <b>4<sup>th</sup> Qtrly/<br/>Annual</b> | <b>Yearly Cost</b> |
|---------------------------------------|-------------------------------------------------|-----------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------|
| New Jail - Corrections                | 1125 Third Street                               | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$1,460                                 | \$2,015            |
| Hall of Justice (Old Jail)            | 1125 Third Street                               | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$1,460                                 | \$2,015            |
| Administration                        | 1195 Third Street                               | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$1,460                                 | \$2,015            |
| 1127 First Street                     | 1127 First Street                               | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$1,460                                 | \$2,015            |
| 1917 First Street                     | 1917 First Street                               | Residential Sprinkler – Wet Riser | \$185                       | \$185                       | \$185                       | \$360                                   | \$915              |
| 5 <sup>th</sup> Street Parking Garage | 1100 Fifth Street                               | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$720                                   | \$1,275            |
| ITS/HHSA                              | 650 Imperial Way                                | Sprinkler – Wet Riser #1          | \$135                       | \$135                       | \$135                       | \$730                                   | \$1,135            |
| ITS/HHSA                              | 650 Imperial Way                                | Sprinkler – Wet Riser #2          | \$135                       | \$135                       | \$135                       | \$730                                   | \$1,135            |
| Juvenile Justice Center               | 212 Walnut Street                               | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$2,160                                 | \$2,715            |
| Animal Shelter                        | 942 Hartle Court                                | Sprinkler – Wet Riser             | \$135                       | \$135                       | \$135                       | \$720                                   | \$1,125            |
| South Napa Homeless Shelter           | 100 Hartle Court                                | Sprinkler – Wet Riser             | \$135                       | \$135                       | \$135                       | \$720                                   | \$1,125            |
| Equipment Pool - Fleet                | 3075 California Boulevard                       | Sprinkler – Wet Riser #1          | \$185                       | \$185                       | \$185                       | \$540                                   | \$1,095            |
| Equipment Pool - Fleet                | 3075 California Boulevard                       | Sprinkler – Wet Riser #2          | \$185                       | \$185                       | \$185                       | \$540                                   | \$1,095            |
| Bella Drive                           | 1046 Bella Drive                                | Residential Sprinkler – Wet Riser | \$135                       | \$135                       | \$135                       | \$360                                   | \$765              |
| M1/M2                                 | Napa State Hospital – 2100 Napa-Vallejo Highway | Sprinkler – Wet Riser             | \$185                       | \$185                       | \$185                       | \$1,460                                 | \$2,015            |
| South Campus Bldg 1A                  | 2747 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #1          | \$95                        | \$95                        | \$95                        | \$1,460                                 | \$1,745            |

|                      |                                  |                          |       |       |       |         |         |
|----------------------|----------------------------------|--------------------------|-------|-------|-------|---------|---------|
| South Campus Bldg 1A | 2747 Napa Valley Corporate Drive | Sprinkler – Wet Riser #2 | \$95  | \$95  | \$95  | \$1,460 | \$1,745 |
| South Campus Bldg B  | 2751 Napa Valley Corporate Drive | Sprinkler – Wet Riser #1 | \$95  | \$95  | \$95  | \$1,460 | \$1,745 |
| South Campus Bldg B  | 2751 Napa Valley Corporate Drive | Sprinkler – Wet Riser #2 | \$95  | \$95  | \$95  | \$1,460 | \$1,745 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive | Sprinkler – Wet Riser #1 | \$95  | \$95  | \$95  | \$1,080 | \$1,365 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive | Sprinkler – Wet Riser #2 | \$95  | \$95  | \$95  | \$1,080 | \$1,365 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive | Sprinkler – Preaction    | \$95  | \$95  | \$95  | \$1,080 | \$1,365 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive | Sprinkler – Dry Riser    | \$95  | \$95  | \$95  | \$1,080 | \$1,365 |
| South Campus Bldg 4  | 2721 Napa Valley Corporate Drive | Sprinkler – Wet Riser    | \$95  | \$95  | \$95  | \$960   | \$1,245 |
| South Campus Bldg 4  | 2721 Napa Valley Corporate Drive | Sprinkler – Preaction    | \$95  | \$95  | \$95  | \$960   | \$1,245 |
| South Campus Bldg 4  | 2721 Napa Valley Corporate Drive | Sprinkler – Dry Riser    | \$95  | \$95  | \$95  | \$960   | \$1,245 |
| Sheriff Office       | 1535 Airport Boulevard           | Sprinkler – Wet Riser    | \$185 | \$185 | \$185 | \$1,800 | \$2,355 |
| Airport              | 2000 Airport Road                | Sprinkler – Wet Riser #1 | \$148 | \$148 | \$148 | \$435   | \$879   |
| Airport              | 2000 Airport Road                | Sprinkler – Wet Riser #2 | \$148 | \$148 | \$148 | \$435   | \$879   |
| Airport              | 2000 Airport Road                | Sprinkler – Wet Riser #3 | \$148 | \$148 | \$148 | \$435   | \$879   |
| Airport              | 2000 Airport Road                | Sprinkler – Wet Riser #4 | \$148 | \$148 | \$148 | \$435   | \$879   |
| Airport              | 2000 Airport Road                | Sprinkler – Wet Riser #5 | \$148 | \$148 | \$148 | \$435   | \$879   |

|                         |                                |                          |       |       |       |       |                 |
|-------------------------|--------------------------------|--------------------------|-------|-------|-------|-------|-----------------|
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #1 | \$148 | \$148 | \$148 | \$360 | \$804           |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #2 | \$148 | \$148 | \$148 | \$360 | \$804           |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #3 | \$148 | \$148 | \$148 | \$360 | \$804           |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #4 | \$148 | \$148 | \$148 | \$360 | \$804           |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #5 | \$148 | \$148 | \$148 | \$360 | \$804           |
| Yountville Fire Station | 7401 Solano Avenue, Yountville | Sprinkler – Wet Riser    | \$280 | \$280 | \$280 | \$720 | \$1,560         |
| <b>TOTAL</b>            |                                |                          |       |       |       |       | <b>\$50,960</b> |

**ROUTINE RATES****YEARS 4-5****JULY 1, 2027-JUNE 30, 2029**

| <b>Building</b>                       | <b>Address</b>            | <b>Equipment</b>                  | <b>1<sup>st</sup> Qtrly</b> | <b>2<sup>nd</sup> Qtrly</b> | <b>3<sup>rd</sup> Qtrly</b> | <b>4<sup>th</sup> Qtrly/<br/>Annual</b> | <b>Yearly Cost</b> |
|---------------------------------------|---------------------------|-----------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------|
| New Jail - Corrections                | 1125 Third Street         | Sprinkler – Wet Riser             | \$203                       | \$203                       | \$203                       | \$1,600                                 | \$2,209            |
| Hall of Justice (Old Jail)            | 1125 Third Street         | Sprinkler – Wet Riser             | \$203                       | \$203                       | \$203                       | \$1,600                                 | \$2,209            |
| Administration                        | 1195 Third Street         | Sprinkler – Wet Riser             | \$203                       | \$203                       | \$203                       | \$1,600                                 | \$2,209            |
| 1127 First Street                     | 1127 First Street         | Sprinkler – Wet Riser             | \$203                       | \$203                       | \$203                       | \$1,600                                 | \$2,209            |
| 1917 First Street                     | 1917 First Street         | Residential Sprinkler – Wet Riser | \$203                       | \$203                       | \$203                       | \$396                                   | \$1,005            |
| 5 <sup>th</sup> Street Parking Garage | 1100 Fifth Street         | Sprinkler – Wet Riser             | \$203                       | \$203                       | \$203                       | \$792                                   | \$1,401            |
| ITS/HHSA                              | 650 Imperial Way          | Sprinkler – Wet Riser #1          | \$148                       | \$148                       | \$148                       | \$803                                   | \$1,247            |
| ITS/HHSA                              | 650 Imperial Way          | Sprinkler – Wet Riser #2          | \$148                       | \$148                       | \$148                       | \$803                                   | \$1,247            |
| Juvenile Justice Center               | 212 Walnut Street         | Sprinkler – Wet Riser             | \$203                       | \$203                       | \$203                       | \$2,376                                 | \$2,985            |
| Animal Shelter                        | 942 Hartle Court          | Sprinkler – Wet Riser             | \$148                       | \$148                       | \$148                       | \$792                                   | \$1,236            |
| South Napa Homeless Shelter           | 100 Hartle Court          | Sprinkler – Wet Riser             | \$148                       | \$148                       | \$148                       | \$792                                   | \$1,236            |
| Equipment Pool - Fleet                | 3075 California Boulevard | Sprinkler – Wet Riser #1          | \$203                       | \$203                       | \$203                       | \$594                                   | \$1,203            |
| Equipment Pool - Fleet                | 3075 California Boulevard | Sprinkler – Wet Riser #2          | \$203                       | \$203                       | \$203                       | \$594                                   | \$1,203            |

|                      |                                                 |                                   |       |       |       |         |         |
|----------------------|-------------------------------------------------|-----------------------------------|-------|-------|-------|---------|---------|
| Bella Drive          | 1046 Bella Drive                                | Residential Sprinkler – Wet Riser | \$148 | \$148 | \$148 | \$396   | \$840   |
| M1/M2                | Napa State Hospital – 2100 Napa-Vallejo Highway | Sprinkler – Wet Riser             | \$203 | \$203 | \$203 | \$1,606 | \$2,215 |
| South Campus Bldg 1A | 2747 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #1          | \$105 | \$105 | \$105 | \$1,606 | \$1,921 |
| South Campus Bldg 1A | 2747 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #2          | \$105 | \$105 | \$105 | \$1,606 | \$1,921 |
| South Campus Bldg B  | 2751 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #1          | \$105 | \$105 | \$105 | \$1,606 | \$1,921 |
| South Campus Bldg B  | 2751 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #2          | \$105 | \$105 | \$105 | \$1,606 | \$1,921 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #1          | \$105 | \$105 | \$105 | \$1,188 | \$1,503 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive                | Sprinkler – Wet Riser #2          | \$105 | \$105 | \$105 | \$1,188 | \$1,503 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive                | Sprinkler – Preaction             | \$105 | \$105 | \$105 | \$1,188 | \$1,503 |
| South Campus Bldg A  | 2751 Napa Valley Corporate Drive                | Sprinkler – Dry Riser             | \$105 | \$105 | \$105 | \$1,188 | \$1,503 |
| South Campus Bldg 4  | 2721 Napa Valley Corporate Dr                   | Sprinkler – Wet Riser             | \$105 | \$105 | \$105 | \$1,056 | \$1,371 |
| South Campus Bldg 4  | 2721 Napa Valley Corporate Drive                | Sprinkler – Preaction             | \$105 | \$105 | \$105 | \$1,056 | \$1,371 |
| South Campus Bldg 4  | 2721 Napa Valley Corporate Drive                | Sprinkler – Dry Riser             | \$105 | \$105 | \$105 | \$1,056 | \$1,371 |
| Sheriff Office       | 1535 Airport Boulevard                          | Sprinkler – Wet Riser             | \$203 | \$203 | \$203 | \$1,980 | \$2,589 |

|                         |                                |                          |       |       |       |       |          |
|-------------------------|--------------------------------|--------------------------|-------|-------|-------|-------|----------|
| Airport                 | 2000 Airport Road              | Sprinkler – Wet Riser #1 | \$162 | \$162 | \$162 | \$478 | \$964    |
| Airport                 | 2000 Airport Road              | Sprinkler – Wet Riser #2 | \$162 | \$162 | \$162 | \$478 | \$964    |
| Airport                 | 2000 Airport Road              | Sprinkler – Wet Riser #3 | \$162 | \$162 | \$162 | \$478 | \$964    |
| Airport                 | 2000 Airport Road              | Sprinkler – Wet Riser #4 | \$162 | \$162 | \$162 | \$478 | \$964    |
| Airport                 | 2000 Airport Road              | Sprinkler – Wet Riser #5 | \$162 | \$162 | \$162 | \$478 | \$964    |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #1 | \$162 | \$162 | \$162 | \$396 | \$882    |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #2 | \$162 | \$162 | \$162 | \$396 | \$882    |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #3 | \$162 | \$162 | \$162 | \$396 | \$882    |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #4 | \$162 | \$162 | \$162 | \$396 | \$882    |
| Re-Entry                | 2200 Napa-Vallejo Highway      | Sprinkler – Wet Riser #5 | \$162 | \$162 | \$162 | \$396 | \$882    |
| Yountville Fire Station | 7401 Solano Avenue, Yountville | Sprinkler – Wet Riser    | \$308 | \$308 | \$308 | \$792 | \$1,716  |
| <b>TOTAL</b>            |                                |                          |       |       |       |       | \$55,998 |

CONTRACTOR shall provide COUNTY with 11 **Monthly** and one **Annual** (doubles as the 12<sup>th</sup> monthly) inspection and testing of the following fire pump as outlined in Exhibit “A” and listed in the charts below at the following rates:

| <b>ROUTINE RATES</b>   |                   | <b>YEARS 1-3</b>                | <b>JULY 1, 2024-JUNE 30, 2027</b> |               |                    |
|------------------------|-------------------|---------------------------------|-----------------------------------|---------------|--------------------|
| <b>Building</b>        | <b>Address</b>    | <b>Equipment</b>                | <b>Monthly</b>                    | <b>Annual</b> | <b>Yearly Cost</b> |
| New Jail - Corrections | 1125 Third Street | Electric Fire Pump - Horizontal | \$450                             | \$1,080       | \$6,030            |

| <b>ROUTINE RATES</b>   |                   | <b>YEARS 4-5</b>                | <b>JULY 1, 2027-JUNE 30, 2029</b> |               |                    |
|------------------------|-------------------|---------------------------------|-----------------------------------|---------------|--------------------|
| <b>Building</b>        | <b>Address</b>    | <b>Equipment</b>                | <b>Monthly</b>                    | <b>Annual</b> | <b>Yearly Cost</b> |
| New Jail - Corrections | 1125 Third Street | Electric Fire Pump - Horizontal | \$495                             | \$1,200       | \$6,645            |

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and hoses as outlined in Exhibit “A” and listed in the charts below at the following rates:

| <b>ROUTINE RATES</b>         |                                       | <b>YEARS 1-3</b> | <b>JULY 1, 2024-JUNE 30, 2027</b> |                                   |                    |
|------------------------------|---------------------------------------|------------------|-----------------------------------|-----------------------------------|--------------------|
| <b>Building</b>              | <b>Address</b>                        | <b>Equipment</b> | <b># of Equipment</b>             | <b>Cost Per Unit of Equipment</b> | <b>Yearly Cost</b> |
| South Campus – Entire Campus | 2751/2721 Napa Valley Corporate Drive | Hydrants         | 12                                | \$120                             | \$1,440            |



|                            |                           |            |   |       |                |
|----------------------------|---------------------------|------------|---|-------|----------------|
| Sheriff Office             | 1535 Airport Boulevard    | Hydrants   | 5 | \$120 | \$600          |
| Airport                    | 2000 Airport Road         | Hydrants   | 2 | \$120 | \$240          |
| Re-Entry                   | 2200 Napa-Vallejo Highway | Hydrants   | 3 | \$120 | \$360          |
| Hall of Justice (Old Jail) | 1125 Third Street         | Fire Hose  | 1 | \$245 | \$245          |
| Juvenile Justice Center    | 212 Walnut Street         | Fire Hoses | 2 | \$245 | \$490          |
| <b>TOTAL</b>               |                           |            |   |       | <b>\$3,375</b> |

**ROUTINE RATES****YEARS 4-5****JULY 1, 2027-JUNE 30, 2029**

| <b>Building</b>              | <b>Address</b>                        | <b>Equipment</b> | <b># of Equipment</b> | <b>Cost Per Unit of Equipment</b> | <b>Yearly Cost</b> |
|------------------------------|---------------------------------------|------------------|-----------------------|-----------------------------------|--------------------|
| South Campus – Entire Campus | 2751/2721 Napa Valley Corporate Drive | Hydrants         | 12                    | \$132                             | \$1,584            |
| Sheriff Office               | 1535 Airport Boulevard                | Hydrants         | 5                     | \$132                             | \$660              |
| Airport                      | 2000 Airport Road                     | Hydrants         | 2                     | \$132                             | \$264              |
| Re-Entry                     | 2200 Napa-Vallejo Highway             | Hydrants         | 3                     | \$132                             | \$396              |
| Hall of Justice (Old Jail)   | 1125 Third Street                     | Fire Hose        | 1                     | \$270                             | \$270              |
| Juvenile Justice Center      | 212 Walnut Street                     | Fire Hoses       | 2                     | \$270                             | \$540              |
| <b>TOTAL</b>                 |                                       |                  |                       |                                   | <b>\$3,714</b>     |

CONTRACTOR shall provide COUNTY with two **Semi-Annual** inspections, testing, and maintenance (Service) of COUNTY kitchen hood systems and two **Semi-Annual** or four **Quarterly** inspection and cleaning (Cleaning) of grease buildup as outlined in Exhibit “A” and listed in the charts below at the following rates:

**ROUTINE RATES****YEARS 1-3****JULY 1, 2024-JUNE 30, 2027**

| <b>Building</b>         | <b>Address</b>            | <b>Equipment</b>                                                                                           | <b>1<sup>st</sup> Semi-Annual Service</b> | <b>2<sup>nd</sup> Semi-Annual Service</b> | <b>1<sup>st</sup> Semi-Annual Cleaning</b> | <b>2<sup>nd</sup> Semi-Annual Cleaning</b> | <b>Yearly Cost</b> |
|-------------------------|---------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------|
| Juvenile Justice Center | 212 Walnut Street         | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement) | \$682                                     | \$682                                     | \$1,423                                    | \$1,423                                    | \$4,210            |
| Re-Entry                | 2200 Napa-Vallejo Highway | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement) | \$585                                     | \$585                                     | \$1,170                                    | \$1,170                                    | \$3,510            |

|       |                           |                                                                                                            |       |       |         |         |          |
|-------|---------------------------|------------------------------------------------------------------------------------------------------------|-------|-------|---------|---------|----------|
| M1/M2 | 2100 Napa-Vallejo Highway | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement) | \$585 | \$585 | \$1,163 | \$1,163 | \$3,496  |
| TOTAL |                           |                                                                                                            |       |       |         |         | \$11,216 |

| Building                              | Address                          | Equipment                                                                                                  | 1 <sup>st</sup> Semi-Annual Service | 2 <sup>nd</sup> Semi-Annual Service | 1 <sup>st</sup> Qtrly Cleaning | 2 <sup>nd</sup> Qtrly Cleaning | 3 <sup>rd</sup> Qtrly Cleaning | 4 <sup>th</sup> Qtrly Cleaning | Yearly Cost |
|---------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| South Campus Bldg B (Provisions Cafe) | 2751 Napa Valley Corporate Drive | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement) | \$617                               | \$617                               | \$1,105                        | \$1,105                        | \$1,105                        | \$1,105                        | \$5,654     |

## ROUTINE RATES

## YEARS 4-5

## JULY 1, 2027-JUNE 30, 2029

| Building                | Address                   | Equipment                                                                                                  | 1 <sup>st</sup> Semi-annual Service | 2 <sup>nd</sup> Semi-annual Service | 1 <sup>st</sup> Semi-annual Cleaning | 2 <sup>nd</sup> Semi-annual Cleaning | Yearly Cost |
|-------------------------|---------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|-------------|
| Juvenile Justice Center | 212 Walnut Street         | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement) | \$750                               | \$750                               | \$1,565                              | \$1,565                              | \$4,630     |
| Re-Entry                | 2200 Napa-Vallejo Highway | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement) | \$760                               | \$760                               | \$1,287                              | \$1,287                              | \$4,094     |
| M1/M2                   | 2100 Napa-Vallejo Highway | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement) | \$643                               | \$643                               | \$1,280                              | \$1,280                              | \$3,846     |
| TOTAL                   |                           |                                                                                                            |                                     |                                     |                                      |                                      | \$12,570    |

| Building                              | Address                          | Equipment                                                                                                  | 1 <sup>st</sup> Semi-Annual Service | 2 <sup>nd</sup> Semi-Annual Service | 1 <sup>st</sup> Qtrly Cleaning | 2 <sup>nd</sup> Qtrly Cleaning | 3 <sup>rd</sup> Qtrly Cleaning | 4 <sup>th</sup> Qtrly Cleaning | Yearly Cost |
|---------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| South Campus Bldg B (Provisions Cafe) | 2751 Napa Valley Corporate Drive | 1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement) | \$678                               | \$678                               | \$1,215                        | \$1,215                        | \$1,215                        | \$1,215                        | \$6,216     |

**NON-ROUTINE AND EMERGENCY RATES      YEARS 1-3    JULY 1, 2024-JUNE 30, 2027**

| Job Title/Service Type/Product Item | Regular Rate per hour | Overtime Rate per hour | Double Time Rate per hour |
|-------------------------------------|-----------------------|------------------------|---------------------------|
| Inspection                          | \$185                 | \$260                  | \$335                     |
| Repair                              | \$185                 | \$260                  | \$335                     |
| Pump Inspection                     | \$185                 | \$260                  | \$335                     |
| Hose Maintenance                    | \$185                 | \$260                  | \$335                     |
| Pump Testing                        | \$185                 | \$260                  | \$335                     |
| Hydrant Test                        | \$185                 | \$260                  | \$335                     |
| Hood Service                        | \$240                 | \$338                  | \$435                     |

**NON-ROUTINE AND EMERGENCY RATES      YEARS 4-5    JULY 1, 2027-JUNE 30, 2029**

| Job Title/Service Type/Product Item | Regular Rate per hour | Overtime Rate per hour | Double Time Rate per hour |
|-------------------------------------|-----------------------|------------------------|---------------------------|
| Inspection                          | \$195                 | \$275                  | \$350                     |
| Repair                              | \$195                 | \$275                  | \$350                     |
| Pump Inspection                     | \$195                 | \$275                  | \$350                     |
| Hose Maintenance                    | \$195                 | \$275                  | \$350                     |
| Pump Testing                        | \$195                 | \$275                  | \$350                     |
| Hydrant Test                        | \$195                 | \$275                  | \$350                     |
| Hood Service                        | \$252                 | \$358                  | \$455                     |

**CONTRACTOR DEFINED HOURS**

Regular Business Hours: Monday – Friday 6:00 a.m. – 5:00 p.m., 8-hour shift / 40-hour work week

Overtime: All hours more than 8 and up to 12 in a workday, all hours worked more than 40 hours in a work week, and work on Saturdays.

Double Time: All hours more than 12 hours in a workday, Sunday, and holidays, and more than 8 hours on a 7<sup>th</sup> consecutive workday.

**Payment of California Prevailing Wage is required.**

**EXHIBIT "C"**

**[Company Name]**  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone [phone] Fax [fax]  
 Taxpayer ID #

**SAMPLE  
INVOICE**

INVOICE # \_\_\_\_\_

DATE: \_\_\_\_\_

**TO:**

[Customer Name]  
 [Street Address]  
 [City, ST ZIP Code]

**FOR:**

[Project or service description]  
 Contract No.

| Date   | DESCRIPTION                                                                                              | Employee & Title | HOURS | RATE     | AMOUNT |
|--------|----------------------------------------------------------------------------------------------------------|------------------|-------|----------|--------|
| 1/1/15 | Site visit/investigation 123 Main St, Napa.<br>Conf w/Owner<br>AutoCad, Bldg X, 3 <sup>rd</sup> Floor    | Smith, Engineer  | 1.5   | \$165.00 | 247.50 |
| 1/1/15 |                                                                                                          | Smith, Engineer  | 1     | \$165.00 | 165.00 |
| 1/1/15 |                                                                                                          | Smith, Engineer  | 4     | \$165.00 | 660.00 |
|        |                                                                                                          | Smith, Engineer  |       |          |        |
| 1/2/15 | Rev plans, phone conf w/Owner                                                                            | Jones, PE        | 1.75  | \$195.00 | 341.25 |
| 1/2/15 | AutoCad Bldg X, 3 <sup>rd</sup> Floor<br>Conf w/Owner re 2 <sup>nd</sup> Floor                           | Smith, Engineer  | 4     | \$165.00 | 660.00 |
| 1/2/15 |                                                                                                          | Smith, Engineer  | .5    | \$165.00 | 82.50  |
| 1/3/15 | Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner<br>Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor | Smith, Engineer  | 1.5   | \$165.00 | 247.50 |
| 1/3/15 |                                                                                                          | Jones, PE        | 1.5   | \$195.00 | 292.50 |
| TOTAL  |                                                                                                          |                  |       |          |        |



# 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:** 6/4/2024

**File ID #:** 24-953

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Graham Wadsworth, P. E., Engineering Supervisor

**SUBJECT:** Resolution approving a Revised Cooperation Agreement with Caltrans to review document required to construct the Napa Valley Vine Trail - Yountville through St. Helena Gap Closure Project, RDS 23-19

### **RECOMMENDATION**

Adopt a Resolution to approve and authorize an agreement substantially in the form of the Revised Cooperation Agreement No. 240371B with Caltrans to review the Project Approval & Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), and Right-of-way (ROW) phases of the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project. (No Fiscal Impact).

### **BACKGROUND**

On April 23, 2024, the Board adopted Resolution 2024-38 for approval of Cooperation Agreement No. 240371B with Caltrans to review the Project Approval & Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), and Right-of-way (ROW) phases of the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project. After the Chair signed the Cooperation Agreement, Caltrans Headquarters staff asked to add two paragraphs to the end of the agreement:

1. In the "Funding" section, add: "4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds."
2. In the "Invoicing and Payment" section, add: "7. CALTRANS will draw from state and federal funds that are provided by NC without invoicing NC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible is to allow Caltrans to draw funds directly from the CTC, FHWA, etc."

In the Funding and Spending tables, Caltrans removed the abbreviation for the federal funding. Obtaining FHWA approval before making any funding changes is a federal requirement. The invoicing text will eliminate the need for County staff to process an invoice from Caltrans and then request reimbursement from Caltrans.

**Recommended Action:**

Adopt the Resolution and approve the revised Cooperation Agreement for the PA&ED, PS&E, and ROW Phases of the Napa Valley Vine Trail - Yountville through St. Helena Gap Closure Project, RDS 23-19.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | No                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Where is it budgeted?             | On November 7, the Board approved a budget amendment to transfer \$2.5 million from the Accumulated Capital Outlay (ACO) budget (Fund3000, Sub-Division 3000000) to Project 24012 (Fund 2040, Sub-Division 2040500, Account 52310).                                                                                                                                                                                                    |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Discretionary Justification:      | The Napa Valley Vine Trail is a public amenity that reduces vehicle trips and promotes health and wellness. If the County does not enter into the agreement, then the County will not have a competitive Active Transportation Program grant application and construction will begin later at a higher cost.                                                                                                                           |
| Is the general fund affected?     | No                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Future fiscal impact:             | If the County obtains grant funding for the construction, then the County would be responsible for maintaining the portion of the trail between the Town of Yountville and the City of St. Helena. In the Maintenance Agreement for the St. Helena to Calistoga Segment, the County and the NVVTC share the cost. It is anticipated that the County and NVVTC will enter a similar agreement for the Yountville to St. Helena Segment. |
| Consequences if not approved:     | There is a risk that the \$4 million grant funding would not be expended on the Project and the NVVTC and County would need to find some other source of funding for this section of the Vine Trail.                                                                                                                                                                                                                                   |

**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. The County would be responsible for preparing and adopting a CEQA document, such as a Mitigated Negative Declaration, for this segment of the Napa Valley Vine Trail Project.

**RESOLUTION NO. 2024-\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE  
COOPERATIVE AGREEMENT 04-2979 WITH THE STATE OF  
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Napa Valley Vine Trail is a proposed 47-mile class 1 path from the Vallejo Ferry Terminal to the City of Calistoga; and

**WHEREAS**, Napa County wishes to build the 11-mile-long segment of the Napa Valley Vine Trail from the Town of Yountville through the City of St Helena (“Project”) utilizing California Department of Transportation (“Caltrans”) right of way along State Route 29; and

**WHEREAS**, Napa County is proposing to construct roughly 4.3 miles of the Project within the Caltrans right of way on State Route 29; and

**WHEREAS**, Caltrans requires the execution of a Cooperation Agreement for all transportation projects on the State Highway System; and

**WHEREAS**, Caltrans and Napa County Department of Public Works staff desire to enter into an agreement whereby the County will submit documents during the (1) Project Approval and Environmental Document, (2) Plans, Specifications, and Estimate, and (3) Right-of-way phases of the Project for Caltrans review and approval; and

**WHEREAS**, after the Board authorized the Chair to execute CalTrans Agreement No. 04-2979 on April 23, 2024, pursuant to Napa County Resolution No. 2024-38, CalTrans indicated it needs to make some minor changes to the agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, that the Chair is authorized to execute a cooperative agreement with CalTrans for the segment of the Vine Trail from the Town of Yountville through the City of St Helena, substantially in the form of CalTrans Agreement 04-2979 along with any minor changes that do not materially affect the scope or cost of the agreement.

*[remainder of page intentionally blank]*

**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 4th day of June, 2024, by the following vote:

|          |             |       |
|----------|-------------|-------|
| AYES:    | SUPERVISORS | _____ |
|          |             | _____ |
| NOES:    | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT:  | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 JOELLE GALLAGHER, Chair of the  
 Board of Supervisors

|                                                                                                                                                                          |                                                                                                                            |                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <u>Thomas C. Zeleny</u><br>Chief Deputy County Counsel<br><br>Date: <u>May 20, 2024</u><br>PL Doc. No. 114686 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By: _____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|



## **COOPERATIVE AGREEMENT**

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Napa, a political subdivision of the State of California, referred to hereinafter as NC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *The Project will construct approximately 11 miles of Class I and Class III bicycle facilities in Napa County and will relocate the "Welcome to Napa" sign located along southbound SR-29. The Project limits are from California Drive in the Town of Yountville to Pratt Avenue in the City of St. Helena and generally, abuts the SR-29/Napa County Wine Train corridor. The facility will be primarily located in private property, but portions of the alignment will be located within State right of way.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
  - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
  - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
  - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. NC is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NC is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- NC is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- NC is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. NC will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

**Funding**

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

**CALTRANS' Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that NC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
22. NC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
23. NC, including any employee, agent, consultant or sub-consultant retained by the NC, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-ally.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

#### **CEQA/NEPA Lead Agency**

24. NC is the CEQA Lead Agency for the PROJECT.
25. CALTRANS is a CEQA Responsible Agency for the PROJECT.
26. CALTRANS is the NEPA Lead Agency for the PROJECT.

#### **Environmental Permits, Approvals and Agreements**

27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.

28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
29. It is expected that the PROJECT requires the following environmental permits/approvals:

| <b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>                                                    |  |
|----------------------------------------------------------------------------------------------|--|
| 404, US Army Corps Of Engineers                                                              |  |
| 401, Regional Water Quality Control Board                                                    |  |
| National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board |  |
| State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board    |  |
| Federal Endangered Species Act Consultation                                                  |  |
| 1602 California Department of Fish and Wildlife                                              |  |

### **Project Approval and Environmental Document (PA&ED)**

30. As the PA&ED IMPLEMENTING AGENCY, NC is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

31. CALTRANS will be responsible for completing the following PA&ED activities:

| CALTRANS Work Breakdown Structure Identifier (If Applicable) | AGREEMENT<br>Funded Cost |
|--------------------------------------------------------------|--------------------------|
| 100.10.10.xx Quality Management                              | No                       |
| 165.15.15.xx Essential Fish Habitat Consultation             | Yes                      |
| 165.15.15.xx Section 7 Consultation                          | Yes                      |
| 165.25.25 Approval to Circulate Resolution                   | Yes                      |
| 180.10.05.45 Section 7 Consultation                          | Yes                      |
| 180.15.05 Record of Decision (NEPA)                          | Yes                      |

32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
33. NC will provide written notice of the initiation of environmental studies to the NEPA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
36. CALTRANS is a CEQA Responsible Agency for the PROJECT and is responsible for review, comment, and concurrence on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
38. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
39. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
40. The CEQA Lead Agency will attend all CEQA-related public meetings.
41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.



*National Environmental Policy Act (NEPA)*

42. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval of all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

43. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
44. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
45. NC will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. NC will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

46. The NEPA Lead Agency will attend all NEPA-related public meetings.

47. NC will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
48. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

49. NC will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

### **Plans, Specifications, and Estimate (PS&E)**

50. As the PS&E IMPLEMENTING AGENCY, NC is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
51. CALTRANS will be responsible for completing the following PS&E activities:

| CALTRANS Work Breakdown Structure Identifier (If Applicable) | AGREEMENT<br>Funded Cost |
|--------------------------------------------------------------|--------------------------|
| 100.15.10.xx Quality Management                              | No                       |

52. NC will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

NC will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

53. NC will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

### **RIGHT-OF-WAY**

54. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, NC is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
55. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

| CALTRANS Work Breakdown Structure Identifier (If Applicable) | AGREEMENT<br>Funded Cost |
|--------------------------------------------------------------|--------------------------|
| 100.25.10.xx Quality Management                              | No                       |

56. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
57. NC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
58. NC will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

59. NC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

60. NC will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

NC will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

61. If NC acquires any right-of-way to be incorporated into the State Highway System, NC will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

62. NC will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

NC will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

NC will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

63. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
64. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by NC verifying that the title is free of all encumbrances and liens. Upon acceptance, NC will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

65. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

### **Schedule**

66. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
67. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

### **Additional Provisions**

#### **Standards**

68. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Standard Environmental Reference
  - Highway Design Manual
  - Right of Way Manual
  - Stewardship and Oversight Agreement
  - Encroachment Permits Manual

*Noncompliant Work*

69. CALTRANS retains the right to reject noncompliant WORK. NC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

*Qualifications*

70. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

*Consultant Selection*

71. NC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

*Encroachment Permits*

72. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. NC, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit which specifically allows them to do so. CALTRANS will provide encroachment permits to NC at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
73. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

*Protected Resources*

74. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

75. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

76. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

77. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

78. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
79. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

80. NC, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. NC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

NC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

81. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

NC and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and NC each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. NC will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

82. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

### Claims

83. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
84. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.



85. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

#### Accounting and Audits

86. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
87. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

88. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and NC will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

89. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
90. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

91. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
92. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

#### Penalties, Judgments and Settlements

93. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
94. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
95. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

#### Project Files

96. NC will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. NC will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

### **GENERAL CONDITIONS**

97. All portions of this AGREEMENT, including the RECITALS Section, are enforceable.

**Venue**

98. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

99. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

100. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NC under this AGREEMENT. It is understood and agreed that NC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
101. Neither NC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NC and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**Non-parties**

102. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
103. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

**Ambiguity and Performance**

104. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

105. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

**Defaults**

106. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

**Dispute Resolution**

107. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of NC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

108. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

109. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

### **Contact Information**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Daniel Y. Chang, Project Manager

111 Grand Avenue

Oakland, CA 94612

Office Phone: (510) 421-9744

Mobile Phone: (510) 421-9744

Email: Daniel.y.chang@dot.ca.gov

COUNTY OF NAPA

Graham Wadsworth, P.E., Engineering Supervisor

1195 Third Street Suite 101

Napa , CA 94559

Office Phone: (707) 259-8331

Email: Graham.Wadsworth@countyofnapa.org

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Wajahat Nyaz  
Deputy District Director, Design

**Verification of funds and authority:**

\_\_\_\_\_  
Jeffrey Kuehnel  
District Budget Manager

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Nadine Karavan  
HQ Accounting Supervisor

**COUNTY OF NAPA**

\_\_\_\_\_  
Joelle Gallagher  
Chair, Board of Supervisors

**Attest:**

\_\_\_\_\_  
Neha Hoskins  
Clerk of the Board

**Approved as to form and procedure:**

\_\_\_\_\_  
Ryan Fitzgerald  
County Counsel, Deputy PL No. 111114

### **FUNDING SUMMARY NO. 01**

| <b><u>FUNDING TABLE</u></b> <span>v. 112</span> |       |             |                  |                  |                  |                |           |
|-------------------------------------------------|-------|-------------|------------------|------------------|------------------|----------------|-----------|
| <b><u>IMPLEMENTING AGENCY→</u></b>              |       |             | <b><u>NC</u></b> | <b><u>NC</u></b> | <b><u>NC</u></b> |                |           |
| Source                                          | Party | Fund Type   | PA&ED            | PS&E             | R/W<br>SUPPORT   | R/W<br>CAPITAL | Totals    |
| LOCAL-<br>FEDERAL                               | NC    | Fed (100 %) | 1,700,000        | 1,700,000        | 0                | 0              | 3,400,000 |
| LOCAL                                           | NC    | Local       | 0                | 1,300,000        | 195,993          | 0              | 1,495,993 |
| Totals                                          |       |             | 1,700,000        | 3,000,000        | 195,993          | 0              | 4,895,993 |



| v 2221                  |          |           |          |           |             |         |             |           |
|-------------------------|----------|-----------|----------|-----------|-------------|---------|-------------|-----------|
| <u>SPENDING SUMMARY</u> |          |           |          |           |             |         |             |           |
| Fund Type               | PA&ED    |           | PS&E     |           | R/W Support |         | R/W CAPITAL | Totals    |
|                         | CALTRANS | NC        | CALTRANS | NC        | CALTRANS    | NC      | NC          |           |
| Fed                     | 170,000  | 1,530,000 | 0        | 1,700,000 | 0           | 0       | 0           | 3,400,000 |
| Local                   | 0        | 0         | 0        | 1,300,000 | 0           | 195,993 | 0           | 1,495,993 |
| Totals                  | 170,000  | 1,530,000 | 0        | 3,000,000 | 0           | 195,993 | 0           | 4,895,993 |

**Funding**

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

### **Invoicing and Payment**

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NC will pay invoices within five (5) calendar days of receipt of invoice.
6. If NC has received EFT certification from CALTRANS then NC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. CALTRANS will draw from state and federal funds that are provided by NC without invoicing NC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
8. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

### **Project Approval and Environmental Document (PA&ED)**

9. CALTRANS will invoice NC for a \$50,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and NC will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

10. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

RIGHT-OF-WAY Support

11. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

12. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

County of Napa  
Public Works Department

| Napa Valley Vine Trail - Yountville through St. Helena, RDS 23-19 |                     |                                   |                             |                                    |                               |                              |
|-------------------------------------------------------------------|---------------------|-----------------------------------|-----------------------------|------------------------------------|-------------------------------|------------------------------|
| May 21, 2024                                                      |                     |                                   |                             |                                    |                               |                              |
| Program 24012                                                     |                     |                                   |                             |                                    |                               |                              |
| Budget Item                                                       | Budget Item Amount  | Board Appropriation Request Today | Board Appropriation to date | Appropriation Amount Spent to Date | Budget Amount % Spent to Date | Appropriation Amount Balance |
| Construction                                                      | \$27,525,000        | \$0                               | \$0                         | \$0                                | 0%                            | \$0                          |
| Construction Contingency (25%)                                    | \$9,175,000         | \$0                               | \$0                         | \$0                                | 0%                            | \$0                          |
| Design and Engineering:                                           | \$6,933,618         | \$0                               | \$2,378,170                 | \$732,043                          | 11%                           | \$1,646,127                  |
| Design and Engineering Contingency (10%)                          | \$693,362           | \$0                               | \$100,000                   | \$0                                | 0%                            | \$100,000                    |
| Lands and Temporary Construction Easements                        | \$193,933           | \$0                               | \$0                         | \$0                                | 0%                            | \$0                          |
| Construction Management and Construction Administration           | \$5,782,000         | \$0                               | \$0                         | \$0                                | 0%                            | \$0                          |
| County and Caltrans Project Management/Administration (PE+ROW+CE) | \$860,000           | \$0                               | \$200,000                   | \$83,408                           | 10%                           | \$116,592                    |
| Special Inspections and Fees                                      | \$10,000            | \$0                               | \$0                         | \$183                              | 2%                            | (\$183)                      |
| CM/CA/INSP Contingency (5%)                                       | \$332,600           | \$0                               | \$0                         | \$0                                | 0%                            | \$0                          |
| Permits/ Post Construction Maintenance/ Reporting                 | \$120,000           | \$0                               | \$0                         | \$0                                | 0%                            | \$0                          |
| <b>TOTAL</b>                                                      | <b>\$51,625,513</b> | <b>\$0</b>                        | <b>\$2,678,170</b>          | <b>\$815,634</b>                   |                               | <b>\$1,862,536</b>           |
| Prepared by Graham Wadsworth, P.E.                                |                     |                                   |                             |                                    |                               |                              |



# 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:** 6/4/2024

**File ID #:** 24-954

**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Liang Chin Su, Assistant Engineer  
**SUBJECT:** Approval of Professional Services Agreement with Miller Pacific Engineering Group, Inc., for the Oakville Grade Road MPM 1.35 Storm Repair Project, RDS 19-65

### **RECOMMENDATION**

Approve and authorize Agreement No. 240400B with Miller Pacific Engineering Group, Inc., for a maximum of \$130,000 for Construction Management services for the Oakville Grade Road mile post marker (MPM) 1.35 Storm Repair Project, RDS 19-65. (Fiscal Impact: \$130,000; Roads Fund; Budgeted; Discretionary.)

### **BACKGROUND**

Excessive rains saturated a 160-foot-long portion of Oakville Grade Road near MPM 1.35 causing movement of the road and supporting ground in early 2019. The damage occurred during a declared disaster event and the Federal Emergency Management Agency (FEMA) inspected the site on August 15, 2019. Through a qualifications-based process, the County selected MGE Engineering Inc. (MGE) as the most qualified firm for this investigation and design of the project. On August 18, 2020, the Board of Supervisors (Board) awarded a Professional Services Agreement to MGE for a maximum of \$298,735 for the surveying, geotechnical and design services through project completion. The Board also approved a budget amendment of \$69,331 to fund the preliminary design and engineering phase. On March 16, 2021, the Board approved a budget amendment of an additional \$44,998 to complete the preliminary design and engineering phase.

On January 24, 2023 the Board approved a budget amendment of \$268,280 to fund MGE's Phase 2 Engineering Design services as well as additional staff time through the design and bidding phase of the project after FEMA approved the proposed project scope, method of repair and cost to restore the facility back to pre-disaster conditions which consists of a 160-foot-long soldier pile wall as well as asphalt and road base replacement, soil stabilization, culvert replacement, and guardrail installation at the shoulder.

On February 6, 2024, the Board approved Amendment No. 1 to Agreement No. 210080B which increased the contract maximum by \$50,805 for MGE to perform spotted owl survey per FEMA's environmental requirement to begin construction on Oakville Grade Road. Amendment No. 1 also modified the term of the agreement to expire on June 30, 2024, with an automatic renewal not to exceed three additional years. The Board also approved the Plans and Specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Public Contract Code. Section 20150.8. Bids were opened on March 28, 2024, and Construction

Contract was awarded to ETIC of Pleasant Hill, CA for their base bid of \$1,318,628 on April 9, 2024.

Agreement No. 240400B with Miller Pacific Engineering Group will provide the County with Construction Management, Inspection, and Material Testing services through the course of construction in compliance with all FEMA Provisions and Requirements. One of the FEMA environmental regulations is a Northern Spotted Owl Survey. The funding for this agreement is already included in the project budget. The Construction start date is contingent upon results from the Northern Spotted Owl Survey, however, in general construction is anticipated to be completed by the end of 2024.

Requested Actions:

1. Approval of and authorization for the Chair to sign Professional Services Agreement No. 240400B with Miller Pacific Engineering Group, Inc., for \$130,000 for Construction Management services.

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                                                                                      |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                                                                                      |
| Where is it budgeted?             | Fund 2040, Subdivision 2040500, Project S9103, Account 52360                                                                                                                                                                                                             |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                            |
| Discretionary Justification:      | Miller Pacific Engineering Group is tasked with Construction Management services in accordance with FEMA Provisions and Requirements for construction to ensure the County receives reimbursement from FEMA and CalOES for the Oakville Grade Road Storm Repair project. |
| Is the general fund affected?     | No                                                                                                                                                                                                                                                                       |
| Future fiscal impact:             | Construction will begin FY 24-25 and the Professional Services Agreement will expire June 30, 2025                                                                                                                                                                       |
| Consequences if not approved:     | If the County does not comply with all FEMA Provisions and Requirements for the construction the reimbursement may be jeopardized.                                                                                                                                       |

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

**NAPA COUNTY AGREEMENT NO. 240400B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 4th day of June, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MILLER PACIFIC ENGINEERING GROUP, a California corporation, whose business address is 135 Camino Dorado, Suite 3, Napa, California, 94558, hereinafter referred to as "CONTRACTOR," hereinafter referred to individually as a "Party" or, collectively, as the "Parties."

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide geotechnical engineering, materials testing, and construction inspection support services for the Oakville Grade Road MPM 1.35 Storm Repair Project, RDS 19-65; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" and Exhibit "B," attached hereto, in accordance with the Request for Proposals and CONTRACTOR's proposal, incorporated by reference herein.



**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4, below, at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Annual Appropriation of Funds. CONTRACTOR 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 CONTRACTOR, nor is CONTRACTOR obligated to provide further services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

**4. Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the County Engineer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C."

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the County Engineer, upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

6. **Standard of Care.** CONTRACTOR 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. CONTRACTOR shall correct any professional services falling below this standard at its sole cost and expense, if notified by COUNTY within one year after completion of such services. This standard of care is in addition to any other remedies that may be available to COUNTY in law or equity.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

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

(c) Certificates of Coverage. All insurance coverages referenced in subparagraph 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Public Works Department prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in subparagraph 7(b)(3), where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR 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 CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR 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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the fullest extent permitted by law, CONTRACTOR 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 property, arising from all acts or omissions of CONTRACTOR 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 arising from the active or sole negligence or willful misconduct of COUNTY or its officers, agents, employees, volunteers, or representatives. 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. To the extent Consultant is providing the services of an architect, landscape architect, professional engineer, or professional land surveyor, Consultant's obligation to defend and indemnify COUNTY under paragraph 5.1 is limited to liability, claims, actions, proceedings, losses, injuries, damages, or expenses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant pursuant to Civil Code section 2782.8. The cost of defense charged to Consultant shall not exceed Consultant's proportionate percentage of fault.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by COUNTY for any reason and at any time by giving prior written notice of such termination to CONTRACTOR specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to, and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"),

CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Steven E. Lederer  
Director of Public Works  
1195 Third Street, Suite 110  
Napa, CA 94559

CONTRACTOR

Mike Morisoli  
Miller Pacific Engineering Group  
135 Camino Dorado, Suite 3  
Napa, CA 94558

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy" which is found in the Napa County Policy Manual Part I, Section 8D.

(b) Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

(c) Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

(d) "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A. All employees and subcontractors of CONTRACTOR whose performance of services under this Agreement



requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

**15. Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Engineering Supervisor. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules, or regulations applicable at the time of the breach.

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the County Engineer.

(b) Consent to Subcontractor. COUNTY hereby consents to CONTRACTOR subcontracting with Pavement Engineering, Inc., to perform inspection/construction management services and material testing of SAMI-R work.

(c) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be

governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 7285.0, et seq.), the provisions of Government Code, article 9.5, chapter 1, division 3, title 2 (sections 11135-et seq.), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code

section 12990, subds. (a) through (f), set forth in California Code of Regulations, title 2, division 4, chapter 5, are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

(d) Prevailing Wages. The scope of services includes "public works" as defined in California Labor Code section 1720, such as inspection and land surveying work. CONTRACTOR shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit "D."

(e ) Notwithstanding anything to the contrary in this Agreement, pursuant to Code of Federal Regulations title 29, section 97.36, subds. (i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the following requirements and regulations imposed by the Federal Emergency Management Agency (FEMA) with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement: See FEMA Federal Provisions, Attachments 1 and 2, attached hereto as Exhibit E and incorporated by reference herein.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that

COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office," "annual," and "leaving office" Statements of Economic Interest as a "consultant," as defined in California Code of Regulations, title 2, section 18701(a)(2), unless it has been

determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Force Majeure.** In the event either party’s performance is delayed due to causes which are outside the control of both parties 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.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **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.

29. **Agreement Execution.** All Parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2, subd. (h), affixed thereon shall have the full force and effect as a wet or manual signature. The Parties further agree that this Agreement may be executed in counterparts, and all such counterparts shall together constitute one and the same Agreement.

30. **Special Terms and Conditions.** CONTRACTOR shall adhere to the special terms and conditions set forth in FEMA Federal Provisions Attachments 1 and 2, attached hereto as Exhibit E and incorporated by reference herein.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

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

MILLER PACIFIC ENGINEERING GROUP

By:   
Mike Morisoli, Vice President

By:   
Laura Hansen, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair  
Board of Supervisors

“COUNTY”

|                                                                                                                                                        |                                                                                                                                                    |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u><br/>Deputy County Counsel</p> <p>Date: <u>April 30, 2024</u></p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|



## **EXHIBIT A**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

This professional services agreement will allow for testing, inspection, as well as geotechnical engineering and related services. These services are necessary to support the production of Plans and Specification and inspection of construction work for conformance to requirements. CONTRACTOR shall provide the services set forth in its proposal dated March 5, 2024, attached hereto and incorporated by reference as Exhibit B, which include, but are not limited to the following:

- Daily construction reports
- Compaction testing for soil, pavement, and aggregate base rock
- Verification of drilled-pier depth
- Observation of I-Beams and Bolts
- Concrete sampling and strength testing
- Rebar replacement

CONTRACTOR has provided the estimate for such work and payment for services rendered under this Agreement will be made at the rates per the fee schedule provided in Exhibit "B" to this Agreement. Work beyond what is authorized in this Agreement will not be reimbursed unless approved by COUNTY.

#### **II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550**

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT B**

**PROPOSAL AND FEE SCHEDULE**

March 22, 2024  
File: 2024-13195 CM proltr.doc

Napa County Department of Public Works  
1195 Third Street  
Napa, California 94559  
Attn: Su Liang, P.E.

Re: Materials Testing and Construction Management During Construction  
Retaining Wall at Oakville Grade MPM 1.35  
Oakville, California

### Introduction

As requested, this letter includes our scope of services and budget estimate for materials testing and construction management services during the construction phase of the Oakville Grade MP 1.35 retaining wall in western Napa County. The project was designed by MGE and will include a new drilled-pier supported retaining wall with a maximum height of about 14 feet, backfill and paving to restore lateral support to a portion of Oakville Grade that has been damaged by downslope instability. Construction is anticipated to start in mid-summer with 80 working days allowed per the recent Addendum #2. Work on Oakville Grade may partially overlap with construction that will occur at Mt. Veeder 3.99, and Nelson Ramos will “jump” back and forth between the project sites to observe the work and test materials.

As a basis for our scope and fee proposal, we have reviewed MGE’s project plans and considered our experiences with similar projects. Unknowns, such as weather, contractor efficiency, the exact number of working days and other factors will also affect our budget.

### Scope of Services

Based on our understanding of the plans, experiences with similar projects and our brief call with MGE, we anticipate our scope of services will include consultation prior to and during the work along with full time and/or intermittent visits to observe, test and document the work (i.e. materials testing and construction management). Based on discussions with MGE, we understand they will observe some of the pier drilling to verify conditions are consistent with their design assumptions and they will recommend changes, if warranted. Miller Pacific will perform all other inspections and report our findings to MGE for their review. For this materials testing/construction management proposal, we anticipate our scope will include the following:

1. As-requested consultation prior to commencement of work and during the work. These items may include responses to RFI’s (what we observe in the field but MGE will likely provide any engineering recommendations), coordination of site visits with the project team members, review of submittals and other items.
2. Construction Management services, including documenting the work and advising the project team of unanticipated conditions, preparing Napa County Daily Reports and other items, as needed.
3. Observing and testing construction including verifying pier depths are per plan, i-beams and bolting are consistent with the plans, and sampling concrete and performing strength tests. We will also observe rebar placement in the pile cap and depending on where the

pre-cast lagging is assembled, we can verify rebar placement and concrete strengths. We will observe and test wall drainage and backfill, baserock placement and asphalt paving, including one sample of asphalt for laboratory "mix tests".

4. Preparation of a letter report upon completion of site work summarizing our observations and tests.

#### Budget Estimate

We will provide our services on a time-and-expense basis in accordance with the terms and conditions of our existing on-call Agreement with the County. The attached budget spreadsheet summarizes our anticipated site visits (number and duration), and we estimate our fees will be \$130,000 for 40 half days (6 hours to include travel/daily report time) and 40 full days (10 hours to include travel/daily report time). We have included some contingency based on the potential for project delays/additional working days or other factors and note our fees will be dependent on the contractor's workmanship, scheduling, weather and other factors. We will work closely with the County Staff to efficiently use our time on site and we will prepare regularly scheduled invoices and update you on our budget status as the work progresses.

Please call me if you have questions about our scope of services and we look forward to completing this project with you!

Very truly yours,  
MILLER PACIFIC ENGINEERING GROUP



Mike Morisoli, P.E.

Attachment: Cost Estimating Worksheet

**MILLER PACIFIC ENGINEERING GROUP**  
Construction Management and Materials Testing Budget Estimate  
Oakville Grade MPM 1.35  
Oakville, California

Date: 5/10/24  
Project Number: 2024-13195  
By: mpm

| FIELD COSTS                                            |                                                               |                                      |            |              |              |          |
|--------------------------------------------------------|---------------------------------------------------------------|--------------------------------------|------------|--------------|--------------|----------|
|                                                        | PER UNIT                                                      | PER HOUR                             | SITE VISIT | HALF DAY     | FULL DAY     |          |
| Staff Engineer/Geologist                               | \$ 111.52                                                     |                                      |            |              |              |          |
| Senior Technician                                      | \$ 119.51                                                     |                                      |            | 4            | 6            |          |
| Staff Technician                                       | \$ 103.57                                                     |                                      |            |              |              |          |
| Prevailing Wage Group 3                                | \$ 239.75                                                     |                                      |            | 2            | 4            |          |
| O/T \$35 - Weekend/Hol/Night \$45; 4 & 8 hr mins apply | \$ 35.00                                                      |                                      |            |              | 2            |          |
| Field Vehicle/Equipment                                | \$ 9.00                                                       |                                      |            | 4            | 8            |          |
| Nuclear Density Tests                                  | \$ 8.00                                                       |                                      |            | 2            |              |          |
| Miles                                                  | \$ 0.670                                                      |                                      |            | 45           | 45           |          |
|                                                        |                                                               | \$ -                                 | \$ -       | \$ 1,039.69  | \$ 1,848.21  |          |
| Work Item                                              | Description                                                   | Estimated Days                       | HOURS      | SITE VISIT   | HALF DAY     | FULL DAY |
| 1.0                                                    | Materials Testing and Construction                            |                                      |            |              | 40           | 40       |
| 2.0                                                    | Management                                                    |                                      |            |              |              |          |
| 3.0                                                    |                                                               |                                      |            |              |              |          |
| 4.0                                                    |                                                               |                                      |            |              |              |          |
| 5.0                                                    |                                                               |                                      |            |              |              |          |
| 6.0                                                    |                                                               |                                      |            |              |              |          |
| Totals                                                 |                                                               | 0                                    | 0          | 40           | 40           |          |
| DOLLARS                                                |                                                               | \$ -                                 | \$ -       | \$ 41,587.60 | \$ 73,928.40 |          |
|                                                        |                                                               | Total Field Costs: \$ 115,516.00     |            |              |              |          |
| LABORATORY TESTING                                     |                                                               |                                      |            |              |              |          |
| Task                                                   | Description                                                   | Quantity                             | Unit \$    | Amount \$    |              |          |
| 1.0                                                    | Compaction Curve ASTM 1557                                    | 2                                    | \$280      | \$ 560.00    |              |          |
| 2.0                                                    | Compaction Curve CalTrans 216                                 |                                      | \$350      | \$ -         |              |          |
| 3.0                                                    | Asphalt Concrete - S-value, Gradation, M.C., Unit Wt. & % Oil | 1                                    | \$850      | \$ 850.00    |              |          |
| 4.0                                                    | Concrete Compression (per Cylinder)                           |                                      | \$45       | \$ -         |              |          |
| 5.0                                                    | Shotcrete Panel Testing (per Panel) 3"                        |                                      | \$500      | \$ -         |              |          |
| 6.0                                                    | R-value                                                       |                                      | \$410      | \$ -         |              |          |
| 7.0                                                    | Sand Equivalent                                               |                                      | \$157      | \$ -         |              |          |
| 8.0                                                    | Durability                                                    |                                      | \$225      | \$ -         |              |          |
| 9.0                                                    | Gradation/Sieve                                               |                                      | \$155      | \$ -         |              |          |
| 10.0                                                   | Corrosivity (Cal Trans)                                       |                                      | \$250      | \$ -         |              |          |
| 11.0                                                   | Class II AB Suite (Rvalue,Sieve, Durability & Sand Equiv)     |                                      | \$1,078    | \$ -         |              |          |
|                                                        |                                                               | Total Lab Costs: \$ 1,410.00         |            |              |              |          |
| ENGINEERING/GEOLOGICAL CONSULT & REPORT                |                                                               |                                      |            |              |              |          |
| Personnel                                              | Title                                                         | Hours                                | \$/Hour    | Amount \$    |              |          |
| Principal Eng / Geologist                              | SAS, MPM, DSC, EAD                                            | 5                                    | \$ 254.93  | \$ 1,274.65  |              |          |
| Associate Engineer                                     | BSP, MFJ                                                      |                                      | \$ 199.19  | \$ -         |              |          |
| Senior Engineer                                        | RCA, NGK                                                      |                                      | \$ 175.26  | \$ -         |              |          |
| Project Engineer / Geologist                           | MMT, ZMS                                                      |                                      | \$ 121.10  | \$ -         |              |          |
| Staff Engineer / Geologist                             | EIC, RGB, MNT, YHS, CMS, RJA, BDH                             |                                      | \$ 111.52  | \$ -         |              |          |
| Senior Technician                                      | JTO, NAR, TWM, BPC                                            |                                      | \$ 119.51  | \$ -         |              |          |
| Staff Technician                                       | JMO                                                           |                                      | \$ 103.57  | \$ -         |              |          |
| Project Asst./Word Processor                           | KRB / MLT                                                     |                                      | \$ 111.52  | \$ -         |              |          |
|                                                        |                                                               | Total Engineering Costs: \$ 1,274.65 |            |              |              |          |

Subtotal: \$ 118,200.65  
Contingency: 10% \$ 11,820.07  
Total: \$ 130,020.72

Use for Budget: **\$ 130,000**

Rev: 3/23

## EXHIBIT C

### SAMPLE INVOICE

[Company Name]  
[Street Address]  
[City, ST ZIP Code]  
Phone [phone] Fax [fax]  
Taxpayer ID #

**SAMPLE  
INVOICE**

INVOICE # \_\_\_\_\_  
DATE: \_\_\_\_\_

TO:

[Customer Name]  
[Street Address]  
[City, ST ZIP Code]

FOR:

[Project or service description]  
Contract No.

| Date   | DESCRIPTION                                                                                              | Employee & Title | HOURS | RATE     | AMOUNT |
|--------|----------------------------------------------------------------------------------------------------------|------------------|-------|----------|--------|
| 1/1/15 | Site visit/investigation 123 Main St, Napa.<br>Conf w/Owner<br>AutoCad, Bldg X, 3 <sup>rd</sup> Floor    | Smith, Engineer  | 1.5   | \$165.00 | 247.50 |
| 1/1/15 |                                                                                                          | Smith, Engineer  | 1     | \$165.00 | 165.00 |
| 1/1/15 |                                                                                                          | Smith, Engineer  | 4     | \$165.00 | 660.00 |
|        |                                                                                                          | Smith, Engineer  |       |          |        |
| 1/2/15 | Rev plans, phone conf w/Owner                                                                            | Jones, PE        | 1.75  | \$195.00 | 341.25 |
| 1/2/15 | AutoCad Bldg X, 3 <sup>rd</sup> Floor<br>Conf w/Owner re 2 <sup>nd</sup> Floor                           | Smith, Engineer  | 4     | \$165.00 | 660.00 |
| 1/2/15 |                                                                                                          | Smith, Engineer  | .5    | \$165.00 | 82.50  |
| 1/3/15 | Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner<br>Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor | Smith, Engineer  | 1.5   | \$165.00 | 247.50 |
| 1/3/15 |                                                                                                          | Jones, PE        | 1.5   | \$195.00 | 292.50 |
|        |                                                                                                          |                  |       |          |        |
| TOTAL  |                                                                                                          |                  |       |          |        |

[PL No. 113832]

EXHIBIT C TO NAPA COUNTY - MILLER PACIFIC ENGINEERING PSA

## EXHIBIT D

### CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional

expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**2. Penalties for Violations.** The Contractor and all subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 through 1861.

**3. Payroll Records.** The Contractor and all subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

**3.1.** If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4, below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to Labor Code section 1771.4(a)(4).

**3.2.** The County may require the Contractor and its subcontractors to prepare and submit records specified in Labor Code section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

**4. Apprentices.** The Contractor and all subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).



**5. Working Hours.** The Contractor and all subcontractors shall comply with Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

**7. Labor Code Section 1861 Certification.** In accordance with Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

**8. Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to Labor Code section 1727.

**9. Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code section 7029.1 or Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section Labor Code 1725.5 at the time the contract is awarded.

**9.1.** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or

proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

**9.2.** By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

**9.3.** The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

**9.4.** This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to Labor Code sections 1725.5(f) and 1771.1(n).

**10. Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

## EXHIBIT E

### SPECIAL PROVISIONS – FEMA FEDERAL PROVISIONS

(CONSISTENT WITH FEMA CONTRACT PROVISION GUIDE DATED JUNE 2021)

#### I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

#### II. FEDERAL CHANGES

- A. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor shall at all times comply with all applicable Federal law, regulations, executive orders, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives with access to construction or other work sites pertaining to the work being completed under the Contract.
- D. Per the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E. The requirements set for in paragraphs A, B, C, and D above are all in addition to, and should not considered to be in lieu of, those requirements set forth in Section 38 “Audits / Accounting / Records” of the Special Provisions Section A – General Conditions.

#### IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment

[PL No. 113832]

and Suspension" or on the USEPA's List of Violating Facilities or the SAMS list maintained by the General Services Administration. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference. During the performance of this contract, the Contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

[PL No. 113832]

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such

government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**VII. COMPLIANCE WITH THE ANTI-KICKBACK ACT** (applicable to all contracts and subgrants for construction or repair above \$2,000, when the Davis-Bacon Act also applies)

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**VIII. DAVIS-BACON ACT COMPLIANCE** (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at [www.wdol.gov](http://www.wdol.gov). Under the Davis Bacon heading, click on “Selecting DBA WDs.” In the drop down menu for State, select, “California.” In the drop down menu for County, select “Napa.” In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

**IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702–3704) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph B of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section.

**X. NOTICE OF REPORTING REQUIREMENTS**

- A. Contractor acknowledges that it has read and understands the reporting requirements in Part III of Chapter 11 of the United States Department of Justice’s Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements. Such requirements may be found at: [https://www.ojp.gov/sites/g/files/xyckuh241/files/archives/financial\\_guides/financialguide09/part3/part3chap11.htm](https://www.ojp.gov/sites/g/files/xyckuh241/files/archives/financial_guides/financialguide09/part3/part3chap11.htm)

[PL No. 113832]

- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XII. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by FEMA; Appendix II to Part 200--Contract Provisions for non-Federal Entity Contracts Under Federal Awards.)

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

#### **XIII. ENERGY CONSERVATION REQUIREMENTS**

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XIV. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33



U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third-party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Section 30 "Termination for Convenience of the County" of the Special Provisions Section A – General Conditions.

**XVI. TERMINATION FOR DEFAULT** (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section 29 "Prosecution and Progress" of the Special Provisions Section A – General Conditions.

**XVII. CHANGES.**

See Section 26 "Change Orders" of the Special Provisions Section A – General Conditions.

**XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XIX. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible by applying the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit Attachment 3, Subcontractor Outreach Form, attached hereto and incorporated herein, within five (5) working days after the bid opening date shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

### PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. This effort must be documented and reported.

### "GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract minority businesses, women's business enterprises, and labor surplus area firms. The process to attract such businesses is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below, its bid shall be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

## **XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2) Meeting contract performance requirements; or
  - 3) At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

[PL No. 113832]

**XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**XXIII. DHS SEAL, LOGO, AND FLAGS.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**XXIV. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322)**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced* in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**XXV. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

**A. Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

**B. Prohibitions.**

- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- 2) Unless an exception in paragraph “C” of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
  - i. Procure or obtain any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

- iv. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**C. Exceptions.**

- 1) This clause does not prohibit contractors from providing –
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection agreements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications or services that:
    - a. Are *not used* as a substantial or essential component of any system; *and*
    - b. Are *not used* as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**D. Reporting requirement.**

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph D(2) of this clause to the County, unless elsewhere in this Contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph D(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesale number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph D(2)I of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**E. Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

## **Attachment 1**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

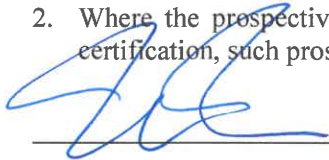
[PL No. 113832]

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature



Date

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

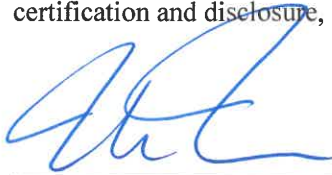
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

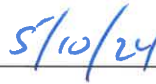
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Contractor Signature



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:** 6/4/2024

**File ID #:** 24-732

---

**TO:** Board of Supervisors  
**FROM:** Rollie Soria for Oscar Ortiz, Sheriff - Coroner  
**REPORT BY:** Erin Corry, Staff Services Analyst II  
**SUBJECT:** Amendment No. 2 of Agreement No. 210284B with LexisNexis Risk Solutions

---

### **RECOMMENDATION**

Approve and authorize Amendment No. 2 to Agreement No. 210284B with LexisNexis Risk Solutions LF Inc. for an enterprise subscription to Accurant Virtual Crime Center, an investigative technology. (Fiscal Impact: \$20,000 expense; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

To solve cases, law enforcement personnel must collect and analyze a lot of important and sensitive information. In today's constantly evolving technology driven world, that information can be found in a myriad of public and proprietary databases, making the investigative process long and tedious. Currently, the Sheriff's Office relies on several traditional law enforcement databases and services for information gathering in an investigation, which can be limited in search scope.

LexisNexis has developed the Accurant Virtual Crime Center technology solution to streamline the process by which law enforcement collects and processes information for an investigation. It provides instant, one-stop access to a multitude of databases that would traditionally require time consuming research. It can be used to identify people, their assets, addresses, relatives, and business associates, which can help Sheriff's Office personnel resolve cases more efficiently.

The LexisNexis Risk Solutions Accurant Virtual Crime Center can be used across the different divisions of the Sheriff's Office, making it a versatile tool in the investigative process. At the patrol level, a Deputy Sheriff could use it to develop possible contacts in a missing person case. Detectives during investigations could use it to develop a suspect list in a homicide case. Finally, Coroner's Division personnel could utilize the service for a decedent's next of kin in a death notification. The versatility and comprehensive nature of the service can potentially shorten investigation times and in turn minimize the costs involved with investigations.



## Requested Action:

1. Approve and authorize Amendment No. 2 of Agreement No. 210284B with LexisNexis Risk Solutions LF, Inc. extending the term to February 28, 2025, with an automatic rollover of two additional years and no net change to the maximum compensation of \$20,000 per 12-month period for an enterprise subscription to Accurint Virtual Crime Center and reporting tools.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                              |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                          |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                          |
| Where is it budgeted?             | Sheriff's Office                                                                                                                                                                                             |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                |
| Discretionary Justification:      | Approval of the agreement will allow LexisNexis to provide Sheriff's Office access to a proprietary search engine, a more efficient way of obtaining crime analytics, to make intelligence driven decisions. |
| Is the general fund affected?     | Yes                                                                                                                                                                                                          |
| Future fiscal impact:             | All costs associated with this agreement will be budgeted accordingly in future fiscal years.                                                                                                                |
| Consequences if not approved:     | If the agreement is not approved, Sheriff's Office will have to explore other law enforcement solutions for gathering crime analytics and data sharing.                                                      |

**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.

**SCHEDULE A**  
**Accurint Virtual Crime Center**  
**Online (Subscription)**

|                     |                                                |
|---------------------|------------------------------------------------|
| Customer Name:      | <u>Napa County Sheriff's Dept - California</u> |
| Billgroup #:        | <u>ACC-1617870</u>                             |
| LN Account Manager: | <u>Elizabeth Marshall</u>                      |

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

**1. SCHEDULE A TERM**

The term of this Schedule A will be 36 months beginning March 1, 2024 (the "Term"). This Schedule A will not renew. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ACCURINT VIRTUAL CRIME CENTER FEES**

**2.1 Subscription Fees:** Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN \$16,172.36 ("AVCC Annual Subscription Fee"), to be invoiced in equal monthly installments, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.2) and Accurint for Law Enforcement Mobile.

**2.2 Accurint for Law Enforcement Plus Subscription:** All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

**2.3 Accurint for Law Enforcement Plus Premium Features:** Email Search Premium, Real Time Phones, Real Time MVR and Virtual Identity Search & Report, including when these features are report components.

**2.4 Features Not Included:** The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

|                                                                 |
|-----------------------------------------------------------------|
| Advanced Sexual Offender Search                                 |
| Bankruptcy Docket Sheet                                         |
| Bankruptcy Documents                                            |
| Canadian Phones                                                 |
| Comprehensive Healthcare Business and Provider Report           |
| Court Search Wizard                                             |
| DE Corporation Search and Report                                |
| FCRA Credit Reports                                             |
| Flat Rate Comprehensive Healthcare Business and Provider Report |
| InstantID Q&A                                                   |
| Law Enforcement Location Report                                 |
| News Searches                                                   |
| Online Batch Services                                           |
| Property Deed Image                                             |
| Provider Report Card                                            |
| Provider Sanction Search and Report                             |
| Provider Search and Report                                      |
| Real Time Person Search                                         |

|                   |
|-------------------|
| Workplace Locator |
| XML               |

**LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.**

**2.5 Fee Increases:** If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, all fees will be increased 3.00%.

**2.6 Amounts Payable:** Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

### 3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **June 30, 2024**.

### 4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

### 5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

**AGREED TO AND ACCEPTED BY: Napa County, a political subdivision of the State of California**

Signed: \_\_\_\_\_

Name: Joelle Gallagher

Title: Chair of the Board of Supervisors

Date: \_\_\_\_\_

Approved as to Form  
Napa County Counsel

By: Silva Darbinian  
Deputy

5/16/2024

Attest: Neha Hoskins  
Clerk of the Board of Supervisors

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

# Accurant for Law Enforcement Plus

(Updated January 28, 2024)

(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

| <b>PRICE SCHEDULE (Subscription)</b>                     |              |
|----------------------------------------------------------|--------------|
| <b>ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES</b>        | <b>PRICE</b> |
| Accurant Mapping (Charged per layer)                     | \$0.00       |
| Advanced Motor Vehicle Search                            | \$0.00       |
| Advanced Person Search                                   | \$0.00       |
| Advanced Sexual Offender Search                          | \$2.00       |
| Automated Valuation Model (AVM) Report                   | \$0.00       |
| Bankruptcies, Liens & Judgments Search                   | \$0.00       |
| Bankruptcy Search                                        | \$0.00       |
| Bankruptcy Report                                        | \$0.00       |
| Boolean Search                                           | \$0.00       |
| Business Search                                          | \$0.00       |
| Businesses In The News (not discountable)                | \$5.00       |
| Civil Courts Search (Report Included)                    | \$0.00       |
| CLIA Report                                              | \$0.00       |
| Corporation Filings (Report Included Except In Delaware) | \$0.00       |
| Criminal Records                                         | \$0.00       |
| Criminal Records Report                                  | \$0.00       |
| DEA Controlled Substances License Search                 | \$0.00       |
| Death Records                                            | \$0.00       |
| Death Records Report                                     | \$0.00       |
| Driver Licenses                                          | \$0.00       |
| Dun & Bradstreet Search (not discountable)               | \$0.25       |
| Dun & Bradstreet Report (not discountable)               | \$3.75       |
| Email Search Premium (not discountable)                  | \$0.40       |
| FAA Aircraft (Report Included)                           | \$0.00       |
| FAA Certifications (Report Included)                     | \$0.00       |
| Federal Civil Court Records Search                       | \$0.00       |
| Federal Criminal Court Records Search                    | \$0.00       |
| Federal Firearms & Explosives                            | \$0.00       |
| Federal Employer ID Numbers (FEIN)                       | \$0.00       |
| Fictitious Business Name                                 | \$0.00       |
| Foreclosures Search (Report Included)                    | \$0.00       |
| Hunting/Fishing Licenses                                 | \$0.00       |
| InstantID Q&A (charged per search)                       | \$1.30       |
| Liens & Judgments                                        | \$0.00       |
| Lineup                                                   | \$0.00       |
| Marriages / Divorces Search                              | \$0.00       |
| Motor Vehicles Search                                    | \$0.00       |
| Motor Vehicles Report                                    | \$0.00       |

## Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                                                                                                                                                                                              |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| National UCC Filings (Report Included)                                                                                                                                                                                                                                                                                       | \$0.00 |
| NCPDP (National Council for Prescription Drug Programs) Search                                                                                                                                                                                                                                                               | \$0.00 |
| NCPDP (National Council for Prescription Drug Programs) Report                                                                                                                                                                                                                                                               | \$0.00 |
| NPI Data Search                                                                                                                                                                                                                                                                                                              | \$0.00 |
| NPI Report                                                                                                                                                                                                                                                                                                                   | \$0.00 |
| Passport Validation                                                                                                                                                                                                                                                                                                          | \$0.00 |
| People At Work Search                                                                                                                                                                                                                                                                                                        | \$0.00 |
| People In The News (not discountable)                                                                                                                                                                                                                                                                                        | \$5.00 |
| Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)                                                                                                                                                                                                                       | --     |
| -1 - 50                                                                                                                                                                                                                                                                                                                      | \$0.00 |
| -51 - 250                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -251 - 500                                                                                                                                                                                                                                                                                                                   | \$0.00 |
| -501 - 1,000                                                                                                                                                                                                                                                                                                                 | \$0.00 |
| -1,001 - 5,000                                                                                                                                                                                                                                                                                                               | \$0.00 |
| -5,001 - 25,000                                                                                                                                                                                                                                                                                                              | \$0.00 |
| -25,001 - 100,000                                                                                                                                                                                                                                                                                                            | \$0.00 |
| Person Search                                                                                                                                                                                                                                                                                                                | \$0.00 |
| Phones Plus                                                                                                                                                                                                                                                                                                                  | \$0.50 |
| Professional Licenses (Report Included)                                                                                                                                                                                                                                                                                      | \$0.00 |
| Property Deed Search                                                                                                                                                                                                                                                                                                         | \$0.00 |
| Property Assessment Search                                                                                                                                                                                                                                                                                                   | \$0.00 |
| Property Assessment Report                                                                                                                                                                                                                                                                                                   | \$0.00 |
| Property Deed Report (excluding Deed Image)                                                                                                                                                                                                                                                                                  | \$0.00 |
| Provider Search                                                                                                                                                                                                                                                                                                              | \$0.25 |
| Provider Report                                                                                                                                                                                                                                                                                                              | \$5.00 |
| Provider Report Card (charged per search)                                                                                                                                                                                                                                                                                    | \$5.00 |
| Provider Sanction Search (charged per search)                                                                                                                                                                                                                                                                                | \$0.25 |
| Provider Sanction Report                                                                                                                                                                                                                                                                                                     | \$5.00 |
| Real Time Phone Search                                                                                                                                                                                                                                                                                                       | \$0.50 |
| Relavint Plus Link Analysis (per diagram)                                                                                                                                                                                                                                                                                    | \$0.00 |
| Reverse Lookup                                                                                                                                                                                                                                                                                                               | \$0.00 |
| Sexual Offenders (Report Included)                                                                                                                                                                                                                                                                                           | \$0.00 |
| USA Patriot Act                                                                                                                                                                                                                                                                                                              | \$0.00 |
| Virtual Identity Search & Report                                                                                                                                                                                                                                                                                             | \$2.00 |
| Watercraft                                                                                                                                                                                                                                                                                                                   | \$0.00 |
| Watercraft Report                                                                                                                                                                                                                                                                                                            | \$0.00 |
| Wildcard Search                                                                                                                                                                                                                                                                                                              | \$0.00 |
| WorkPlace Locator (not discountable)                                                                                                                                                                                                                                                                                         | \$3.50 |
| <b>Reports</b>                                                                                                                                                                                                                                                                                                               |        |
| Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.                                                                                                                                                                                                    | \$0.00 |
| Business Link Report                                                                                                                                                                                                                                                                                                         | \$0.00 |
| Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, | \$0.00 |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                                                                                                                                                                                                                                         |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.                                                                                                                                                            |        |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                              | --     |
| -Real Time Phone Search (not discountable)                                                                                                                                                                                                                                                                                                                              | \$0.50 |
| Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).                                                                                                                       | \$0.00 |
| Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations. | \$0.00 |
| Law Enforcement Location Report (charged per search)                                                                                                                                                                                                                                                                                                                    | \$1.00 |
| Relatives, Neighbors, & Associates Report                                                                                                                                                                                                                                                                                                                               | \$0.00 |
| Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)                                                                                                                                                                                                                                                              | \$0.00 |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                              | --     |
| -Bankruptcy                                                                                                                                                                                                                                                                                                                                                             | \$0.00 |
| -Businesses At Address                                                                                                                                                                                                                                                                                                                                                  | \$0.00 |
| -Concealed Weapons Permit Search                                                                                                                                                                                                                                                                                                                                        | \$0.00 |
| -Criminal Records Search                                                                                                                                                                                                                                                                                                                                                | \$0.00 |
| -Criminal Records Report                                                                                                                                                                                                                                                                                                                                                | \$0.00 |
| -Driver Licenses At Address                                                                                                                                                                                                                                                                                                                                             | \$0.00 |
| -Hunting/Fishing License Search                                                                                                                                                                                                                                                                                                                                         | \$0.00 |
| -Liens And Judgments                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -Motor Vehicles Registered At Address                                                                                                                                                                                                                                                                                                                                   | \$0.00 |
| -Neighborhood Profile (2010 Census)                                                                                                                                                                                                                                                                                                                                     | \$0.00 |
| -Neighbors At Address                                                                                                                                                                                                                                                                                                                                                   | \$0.00 |
| -Property Ownership Current / Previous                                                                                                                                                                                                                                                                                                                                  | \$0.00 |
| -Sexual Offenders Search (Report Included)                                                                                                                                                                                                                                                                                                                              | \$0.00 |
| Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)                                                                                                                                                                                                                                                 | \$0.00 |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                              | --     |
| -Associated Businesses                                                                                                                                                                                                                                                                                                                                                  | \$0.00 |
| -Associated People                                                                                                                                                                                                                                                                                                                                                      | \$0.00 |
| -Bankruptcy                                                                                                                                                                                                                                                                                                                                                             | \$0.00 |
| -Business Registrations                                                                                                                                                                                                                                                                                                                                                 | \$0.00 |
| -Corporation Filings                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -Dun & Bradstreet Records (not discountable)                                                                                                                                                                                                                                                                                                                            | \$3.75 |
| -Liens and Judgments                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -Motor Vehicles                                                                                                                                                                                                                                                                                                                                                         | \$0.00 |
| -Properties                                                                                                                                                                                                                                                                                                                                                             | \$0.00 |
| -UCC Filings                                                                                                                                                                                                                                                                                                                                                            | \$0.00 |
| Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)                                                                                                                                                                        | \$0.00 |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                              | --     |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                          |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| -Associates                                                                                                                                              | \$0.00  |
| -Bankruptcy                                                                                                                                              | \$0.00  |
| -Criminal Records                                                                                                                                        | \$0.00  |
| -DEA Controlled Substances License Search                                                                                                                | \$0.00  |
| -Driver Licenses Information                                                                                                                             | \$0.00  |
| -Email Search Premium (not discountable)                                                                                                                 | \$0.40  |
| -Federal Firearms & Explosives License Search                                                                                                            | \$0.00  |
| -Liens And Judgments                                                                                                                                     | \$0.00  |
| -Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)                                                                                     | \$0.00  |
| -Neighborhood Profile (2010 Census)                                                                                                                      | \$0.00  |
| -Neighbors (Up To 6 Neighbors At 10 Different Addresses)                                                                                                 | \$0.00  |
| -People At Work                                                                                                                                          | \$0.00  |
| -Phones Plus                                                                                                                                             | \$0.50  |
| -Professional Licenses (Report Included)                                                                                                                 | \$0.00  |
| -Properties                                                                                                                                              | \$0.00  |
| -Real Time Phone Search (not discountable)                                                                                                               | \$0.50  |
| -Real Time Vehicle Registrations (charged per search) (not discountable)                                                                                 | \$3.50  |
| -Relatives (Up to 3 Degrees of Separation)                                                                                                               | \$0.00  |
| -Sexual Offenders                                                                                                                                        | \$0.00  |
| -Supplemental Data Sources                                                                                                                               | \$0.00  |
| -UCC Filings                                                                                                                                             | \$0.00  |
| Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)                            | \$10.00 |
| Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information) | \$0.50  |
| Additional Report Options:                                                                                                                               | --      |
| -Associated Businesses                                                                                                                                   | \$1.00  |
| -Associated People                                                                                                                                       | \$1.00  |
| -Bankruptcy (charged per search)                                                                                                                         | \$1.00  |
| -Business Phone Matches                                                                                                                                  | \$0.25  |
| -Business Registrations                                                                                                                                  | \$0.25  |
| -Corporation Filings                                                                                                                                     | \$1.00  |
| -Dun & Bradstreet Records (not discountable)                                                                                                             | \$3.75  |
| -FAA Aircraft                                                                                                                                            | \$0.25  |
| -IRS 5500                                                                                                                                                | \$0.50  |
| -Liens And Judgments (charged per search)                                                                                                                | \$0.25  |
| -Motor Vehicles                                                                                                                                          | \$0.75  |
| -Properties                                                                                                                                              | \$1.00  |
| -Sanctions                                                                                                                                               | \$0.50  |
| -UCC Filings                                                                                                                                             | \$0.50  |
| -Verification                                                                                                                                            | \$0.75  |
| -Watercraft                                                                                                                                              | \$1.00  |
| Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)                            | \$6.00  |
| Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)            | \$0.50  |
| Additional Report Options:                                                                                                                               | --      |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                     |        |
|-----------------------------------------------------|--------|
| -Additional Deceased Data Sources                   | \$0.00 |
| -Associates                                         | \$0.00 |
| -Bankruptcy (charged per search) (not discountable) | \$0.25 |
| -Business Address Summary                           | \$0.25 |
| -Business Affiliations                              | \$0.50 |
| -Business Phone Matches                             | \$0.25 |
| -DEA Licenses                                       | \$0.25 |
| -Degrees                                            | \$0.00 |
| -Education                                          | \$0.50 |
| -Group Affiliations                                 | \$0.50 |
| -GSA Sanctions (charged per search)                 | \$0.50 |
| -Hospital Affiliations                              | \$0.50 |
| -Liens And Judgments (charged per search)           | \$0.25 |
| -Medical Licenses (charged per search)              | \$1.00 |
| -Possible Criminal Records (charged per search)     | \$0.25 |
| -Professional Licenses (charged per search)         | \$1.00 |
| -Sanctions (Disciplinary) (charged per search)      | \$0.50 |
| -Sexual Offenses (charged per search)               | \$1.00 |
| -Specialties                                        | \$0.00 |
| -Verification                                       | \$0.75 |
| <b>Online Batch</b>                                 |        |
| Advanced Person Search                              | \$0.50 |
| Batch Person Search                                 | \$0.50 |
| Batch Telephone                                     | \$0.10 |
| Deceased Person                                     | \$0.25 |
| Real Time Phone Search                              | \$0.50 |

**Customized Schedule A**

Accurint Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.



# Accurint for Law Enforcement

(Updated January 28, 2024)

(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

| PRICE SCHEDULE (Subscription)                                                                      |         |
|----------------------------------------------------------------------------------------------------|---------|
| ACCURINT FOR LAW ENFORCEMENT FEATURES                                                              | PRICE   |
| Advanced Motor Vehicle Search                                                                      | \$0.00  |
| Advanced Person Search                                                                             | \$0.00  |
| Automated Valuation Model (AVM) Report                                                             | \$0.00  |
| Associates ("Next Steps")                                                                          | \$0.00  |
| Bankruptcies, Liens & Judgments Search                                                             | \$0.00  |
| Bankruptcy Search                                                                                  | \$0.00  |
| Bankruptcy Report                                                                                  | \$0.00  |
| Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable) | \$0.50  |
| Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)           | \$0.20  |
| Boolean Search                                                                                     | \$0.00  |
| Business Credit                                                                                    | \$0.00  |
| Business Credit Report                                                                             | \$0.00  |
| Business Search                                                                                    | \$0.00  |
| Businesses In The News (not discountable)                                                          | \$5.00  |
| Canadian Phones                                                                                    | \$0.40  |
| Civil Courts Search (Report Included)                                                              | \$0.00  |
| CLIA Report                                                                                        | \$0.00  |
| Concealed Weapons Permit                                                                           | \$0.00  |
| Corporation Filings (Report Included Except In Delaware)                                           | \$0.00  |
| Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)                         | --      |
| -County Civil Lower & Upper Court - 7 Year (not discountable)                                      | \$35.00 |
| -County Civil Lower & Upper Court - 10 Year (not discountable)                                     | \$40.00 |
| -County Criminal - 7 Year (not discountable)                                                       | \$25.00 |
| -County Criminal - 10 Year (not discountable)                                                      | \$30.00 |
| -Federal Division Civil - 7 Year (not discountable)                                                | \$16.00 |
| -Federal Division Civil - 10 Year (not discountable)                                               | \$25.00 |
| -Federal Division Criminal - 7 Year (not discountable)                                             | \$16.00 |
| -Federal Division Criminal - 10 Year (not discountable)                                            | \$25.00 |
| -Statewide Criminal (not discountable)                                                             | \$24.00 |
| Criminal Records                                                                                   | \$0.00  |
| Criminal Records Report                                                                            | \$0.00  |
| DEA Controlled Substances License Search                                                           | \$0.00  |
| Death Records                                                                                      | \$0.00  |
| Death Records Report                                                                               | \$0.00  |
| Delaware Corporations (not discountable)                                                           | \$1.00  |
| Delaware Corporations Report (not discountable)                                                    | \$11.00 |
| Disclosed Entity Service                                                                           | \$0.00  |

## Customized Schedule A

Accurint Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                        |        |
|--------------------------------------------------------------------------------------------------------|--------|
| Driver Licenses                                                                                        | \$0.00 |
| Dun & Bradstreet Global Market Identifiers Search                                                      | \$3.75 |
| Dun & Bradstreet Search (not discountable)                                                             | \$0.25 |
| Dun & Bradstreet Report (not discountable)                                                             | \$3.75 |
| Email Search Premium (not discountable)                                                                | \$0.40 |
| FAA Aircraft (Report Included)                                                                         | \$0.00 |
| FAA Pilots (Report Included)                                                                           | \$0.00 |
| Federal Civil Court Records Search                                                                     | \$0.00 |
| Federal Criminal Court Records Search                                                                  | \$0.00 |
| Federal Firearms & Explosives                                                                          | \$0.00 |
| Federal Employer ID Numbers (FEIN)                                                                     | \$0.00 |
| Fictitious Business Name                                                                               | \$0.00 |
| Foreclosures Search (Report Included)                                                                  | \$0.00 |
| Hunting/Fishing Licenses                                                                               | \$0.00 |
| InstantID Q&A (charged per search)                                                                     | \$1.30 |
| Law Enforcement Location Report (charged per search)                                                   | \$1.00 |
| Liens & Judgments                                                                                      | \$0.00 |
| Liens & Judgments Report                                                                               | \$0.00 |
| Marriages / Divorces Search                                                                            | \$0.00 |
| Motor Vehicles Search                                                                                  | \$0.00 |
| Motor Vehicles Report                                                                                  | \$0.00 |
| MVR Wildcard Search                                                                                    | \$0.00 |
| National UCC Filings (Report Included)                                                                 | \$0.00 |
| NCPDP (National Council for Prescription Drug Programs) Search                                         | \$0.00 |
| NCPDP (National Council for Prescription Drug Programs) Report                                         | \$0.00 |
| Neighbors ("Next Steps")                                                                               | \$0.00 |
| NPI Data Search                                                                                        | \$0.00 |
| NPI Report                                                                                             | \$0.00 |
| OSHA Investigative Reports Search                                                                      | \$1.00 |
| Passport Validation                                                                                    | \$0.00 |
| People At Work Search                                                                                  | \$0.00 |
| People In The News (not discountable)                                                                  | \$5.00 |
| Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price) | --     |
| -1 - 50                                                                                                | \$0.00 |
| -51 - 250                                                                                              | \$0.00 |
| -251 - 500                                                                                             | \$0.00 |
| -501 - 1,000                                                                                           | \$0.00 |
| -1,001 - 5,000                                                                                         | \$0.00 |
| -5,001 - 25,000                                                                                        | \$0.00 |
| -25,001 - 100,000                                                                                      | \$0.00 |
| Professional Licenses (Report Included)                                                                | \$0.00 |
| Property Deed Search                                                                                   | \$0.00 |
| Property Assessment Search                                                                             | \$0.00 |
| Property Assessment Report                                                                             | \$0.00 |
| Property Deed Report (excluding Deed Image)                                                            | \$0.00 |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$8.00 |
| Property Search (Property Assessments, Deeds & Mortgages)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$0.00 |
| Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 |
| Provider Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.25 |
| Provider Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$5.00 |
| Provider Report Card (charged per search)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$5.00 |
| Provider Sanction Search (charged per search)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$0.25 |
| Provider Sanction Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$5.00 |
| Real Time Person Search (charged per search)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$3.50 |
| Real Time Phone Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.50 |
| Relatives ("Next Steps")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00 |
| Relatives, Neighbors & Associates ("Next Steps")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00 |
| Relavint Visual Link Analysis (Per Diagram)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00 |
| Satellite Image Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| SEC Filings Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$3.50 |
| Sexual Offenders (Report Included)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$0.00 |
| USA Patriot Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 |
| Virtual Identity Search & Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$2.00 |
| Voter Registrations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00 |
| Watercraft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00 |
| Watercraft Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$0.00 |
| WorkPlace Locator (not discountable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$3.50 |
| <b>Reports</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
| Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.                                                                                                                                                                                                                                                                                                                                                                                                                 | \$0.00 |
| Business Link Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00 |
| Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft. | \$0.00 |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | --     |
| -Real Time Phone Search (not discountable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.50 |
| Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).                                                                                                                                                                                                                                                                                         | \$0.00 |
| Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.                                                                                                                                                                   | \$0.00 |
| Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.                                                                                                                                                                                                                                                                                                                                                            | \$0.00 |
| Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00 |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                                                                  |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Additional Report Options:                                                                                                                                                                       | --     |
| -Bankruptcy                                                                                                                                                                                      | \$0.00 |
| -Businesses At Address                                                                                                                                                                           | \$0.00 |
| -Concealed Weapons Permit Search                                                                                                                                                                 | \$0.00 |
| -Criminal Records Search                                                                                                                                                                         | \$0.00 |
| -Criminal Records Report                                                                                                                                                                         | \$0.00 |
| -Driver Licenses At Address                                                                                                                                                                      | \$0.00 |
| -Hunting/Fishing License Search                                                                                                                                                                  | \$0.00 |
| -Liens And Judgments                                                                                                                                                                             | \$0.00 |
| -Motor Vehicles Registered At Address                                                                                                                                                            | \$0.00 |
| -Neighborhood Profile (2010 Census)                                                                                                                                                              | \$0.00 |
| -Neighbors At Address                                                                                                                                                                            | \$0.00 |
| -Property Ownership Current / Previous                                                                                                                                                           | \$0.00 |
| -Sexual Offenders Search (Report Included)                                                                                                                                                       | \$0.00 |
| Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)                                                                          | \$0.00 |
| Additional Report Options:                                                                                                                                                                       | --     |
| -Associated Businesses                                                                                                                                                                           | \$0.00 |
| -Associated People                                                                                                                                                                               | \$0.00 |
| -Bankruptcy                                                                                                                                                                                      | \$0.00 |
| -Business Registrations                                                                                                                                                                          | \$0.00 |
| -Corporation Filings                                                                                                                                                                             | \$0.00 |
| -Dun & Bradstreet Records (not discountable)                                                                                                                                                     | \$3.75 |
| -FAA Aircraft                                                                                                                                                                                    | \$0.00 |
| -IRS 5500                                                                                                                                                                                        | \$0.00 |
| -Liens and Judgments                                                                                                                                                                             | \$0.00 |
| -Motor Vehicles                                                                                                                                                                                  | \$0.00 |
| -Properties                                                                                                                                                                                      | \$0.00 |
| -UCC Filings                                                                                                                                                                                     | \$0.00 |
| -Watercraft                                                                                                                                                                                      | \$0.00 |
| Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary) | \$0.00 |
| Additional Report Options:                                                                                                                                                                       | --     |
| -Associates                                                                                                                                                                                      | \$0.00 |
| -Bankruptcy                                                                                                                                                                                      | \$0.00 |
| -Criminal Records                                                                                                                                                                                | \$0.00 |
| -DEA Controlled Substances License Search                                                                                                                                                        | \$0.00 |
| -Driver Licenses Information                                                                                                                                                                     | \$0.00 |
| -Email Search Premium (not discountable)                                                                                                                                                         | \$0.40 |
| -Federal Firearms & Explosives License Search                                                                                                                                                    | \$0.00 |
| -Liens And Judgments                                                                                                                                                                             | \$0.00 |
| -Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)                                                                                                                             | \$0.00 |
| -Neighborhood Profile (2010 Census)                                                                                                                                                              | \$0.00 |
| -Neighbors (Up To 6 Neighbors At 10 Different Addresses)                                                                                                                                         | \$0.00 |
| -People At Work                                                                                                                                                                                  | \$0.00 |
| -Phones Plus                                                                                                                                                                                     | \$0.00 |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                          |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| -Professional Licenses (Report Included)                                                                                                                 | \$0.00  |
| -Properties                                                                                                                                              | \$0.00  |
| -Real Time Phone Search (not discountable)                                                                                                               | \$0.50  |
| -Real Time Vehicle Registrations (charged per search) (not discountable)                                                                                 | \$3.50  |
| -Relatives (Up to 3 Degrees of Separation)                                                                                                               | \$0.00  |
| -Sexual Offenders                                                                                                                                        | \$0.00  |
| -Supplemental Data Sources                                                                                                                               | \$0.00  |
| -UCC Filings                                                                                                                                             | \$0.00  |
| Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)                            | \$10.00 |
| Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information) | \$0.50  |
| Additional Report Options:                                                                                                                               | --      |
| -Associated Businesses                                                                                                                                   | \$1.00  |
| -Associated People                                                                                                                                       | \$1.00  |
| -Bankruptcy (charged per search)                                                                                                                         | \$1.00  |
| -Business Phone Matches                                                                                                                                  | \$0.25  |
| -Business Registrations                                                                                                                                  | \$0.25  |
| -Corporation Filings                                                                                                                                     | \$1.00  |
| -Dun & Bradstreet Records (not discountable)                                                                                                             | \$3.75  |
| -FAA Aircraft                                                                                                                                            | \$0.25  |
| -IRS 5500                                                                                                                                                | \$0.00  |
| -Liens And Judgments (charged per search)                                                                                                                | \$0.25  |
| -Motor Vehicles                                                                                                                                          | \$0.75  |
| -Properties                                                                                                                                              | \$1.00  |
| -Sanctions                                                                                                                                               | \$0.50  |
| -UCC Filings                                                                                                                                             | \$0.50  |
| -Verification                                                                                                                                            | \$0.75  |
| -Watercraft                                                                                                                                              | \$1.00  |
| Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)                            | \$6.00  |
| Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)            | \$0.50  |
| Additional Report Options:                                                                                                                               | --      |
| -Additional Deceased Data Sources                                                                                                                        | \$0.00  |
| -Associates                                                                                                                                              | \$0.00  |
| -Bankruptcy (charged per search) (not discountable)                                                                                                      | \$0.25  |
| -Business Address Summary                                                                                                                                | \$0.25  |
| -Business Affiliations                                                                                                                                   | \$0.50  |
| -Business Phone Matches                                                                                                                                  | \$0.25  |
| -DEA Licenses                                                                                                                                            | \$0.25  |
| -Degrees                                                                                                                                                 | \$0.00  |
| -Education                                                                                                                                               | \$0.50  |
| -Group Affiliations                                                                                                                                      | \$0.50  |
| -GSA Sanctions (charged per search)                                                                                                                      | \$0.50  |
| -Hospital Affiliations                                                                                                                                   | \$0.50  |
| -Liens And Judgments (charged per search)                                                                                                                | \$0.25  |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                                                                                                                                                                      |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| -Medical Licenses (charged per search)                                                                                                                                               | \$1.00 |
| -Possible Criminal Records (charged per search)                                                                                                                                      | \$0.25 |
| -Professional Licenses (charged per search)                                                                                                                                          | \$1.00 |
| -Sanctions (Disciplinary) (charged per search)                                                                                                                                       | \$0.50 |
| -Sexual Offenses (charged per search)                                                                                                                                                | \$1.00 |
| -Specialties                                                                                                                                                                         | \$0.00 |
| -Verification                                                                                                                                                                        | \$0.75 |
| <b>Online Batch</b>                                                                                                                                                                  |        |
| Advanced Person Search                                                                                                                                                               | \$0.50 |
| Deceased Person                                                                                                                                                                      | \$0.25 |
| Address (Single)                                                                                                                                                                     | \$0.13 |
| Address (Multiple)                                                                                                                                                                   | \$0.16 |
| Reverse Phone Append (not discountable)                                                                                                                                              | \$0.10 |
| Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)   | \$0.23 |
| Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple) | \$0.25 |
| Waterfall Phone with Address (single)                                                                                                                                                | \$0.25 |
| Waterfall Phone with Address (multiple)                                                                                                                                              | \$0.30 |
| Address and/or Phone Confirmation (per input) (single)                                                                                                                               | \$0.03 |
| Address and/or Phone Confirmation (per input) (multiple)                                                                                                                             | \$0.04 |
| Phones Plus                                                                                                                                                                          | \$0.50 |
| Real Time Phone Search                                                                                                                                                               | \$0.50 |
| Real Time Motor Vehicle Registrations                                                                                                                                                | \$1.50 |
| Property - Add Up To Five Properties Owned By The Subject                                                                                                                            | \$1.00 |
| Consumer InstantID                                                                                                                                                                   | \$0.65 |
| Consumer InstantID With Fraud Defender                                                                                                                                               | \$0.95 |
| Consumer InstantID With Red Flags Rule                                                                                                                                               | \$0.90 |
| Multiple = 2 Or More Phones/Addresses Returned                                                                                                                                       | --     |

**Customized Schedule A**

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

# Accurant for Law Enforcement Mobile

(Updated January 28, 2024)

(Plan 44)

| PRICE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| FEATURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PRICE  |
| Advanced Motor Vehicle Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$0.00 |
| Advanced Person Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| Business Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 |
| Motor Vehicles Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00 |
| Motor Vehicles Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00 |
| Phones Plus                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00 |
| Property Search (Property Assessments, Deeds & Mortgages)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$0.00 |
| Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 |
| Real Time Phone Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| <b>Reports</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
| Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft. | \$0.00 |
| Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00 |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | --     |
| -Bankruptcy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00 |
| -Businesses At Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -Concealed Weapons Permit Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00 |
| -Criminal Records Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00 |
| -Criminal Records Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00 |
| -Driver Licenses At Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00 |
| -Hunting/Fishing License Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 |
| -Liens And Judgments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00 |
| -Motor Vehicles Registered At Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00 |
| -Neighborhood Profile (2010 Census)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00 |
| -Neighbors At Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00 |
| -Property Ownership Current / Previous                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -Sexual Offenders Search (Report Included)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00 |
| Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00 |
| Additional Report Options:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | --     |
| -Associated Businesses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00 |
| -Associated People                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$0.00 |
| -Bankruptcy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00 |
| -Business Registrations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00 |

## Customized Schedule A

Accurant Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

|                                              |        |
|----------------------------------------------|--------|
| -Corporation Filings                         | \$0.00 |
| -Dun & Bradstreet Records (not discountable) | \$3.75 |
| -FAA Aircraft                                | \$0.00 |
| -IRS 5500                                    | \$0.00 |
| -Liens and Judgments                         | \$0.00 |
| -Motor Vehicles                              | \$0.00 |
| -Properties                                  | \$0.00 |
| -UCC Filings                                 | \$0.00 |
| -Watercraft                                  | \$0.00 |

**Customized Schedule A**

Accurint Virtual Crime Center (LE and Defense)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.





# 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:** 6/4/2024

**File ID #:** 24-819

**TO:** Board of Supervisors  
**FROM:** Oscar Ortiz, Sheriff-Coroner  
**REPORT BY:** Rollie Soria, Sheriff's Administrative Manager  
**SUBJECT:** Law Enforcement Service Agreement with the Town of Yountville Amendment No. 5

### **RECOMMENDATION**

Approve and authorize Amendment No. 5 to Revenue Agreement No. 170880B with the Town of Yountville for the term of July 1, 2024 to June 30, 2025, with an automatic renewal for an additional three years to provide law enforcement services. (Fiscal Impact: \$6,239,800 revenue; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

The Town of Yountville has contracted with Napa County for law enforcement services provided by the Sheriff's Office since 1997. One Sergeant and three Deputy Sheriff positions are assigned by the Sheriff to provide a minimum of 160 hours per week of patrol services to the Town of Yountville as of the effective date.

During the term of this agreement, July 1, 2024 through June 30, 2028, the total cost for law enforcement services as set forth in the amendment is as follows: FY 2024-2025: \$1,374,552; FY 2025-2026: \$1,491,389; FY 2026-2027: \$1,618,157; and FY 2027-2028: \$1,755,701.

#### **Requested Action:**

1. Approve and authorize the Chair to sign Amendment No. 5 of Agreement 170880B with the Town of Yountville for the first term July 1, 2024 through June 30, 2025, with an automatic renewal clause for three additional years for the provision of law enforcement services within the Town's municipal boundaries.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? Yes  
Is it currently budgeted? Yes

|                                   |                                                                                                                                                                                                                                                                                                  |                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Board of Supervisors              | <b>Agenda Date:</b> 6/4/2024                                                                                                                                                                                                                                                                     | <b>File ID #:</b> 24-819 |
| Where is it budgeted?             | Sheriff's Office 1360000                                                                                                                                                                                                                                                                         |                          |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                                                                    |                          |
| Discretionary Justification:      | This item is discretionary in that there is no mandate for the Sheriff's Office to provide municipal law enforcement services to the Town of Yountville. Under this Agreement, the Town of Yountville reimburses the County for the full cost of services plus administrative overhead expenses. |                          |
| Is the general fund affected?     | Yes                                                                                                                                                                                                                                                                                              |                          |
| Future fiscal impact:             | The increase in both revenue and expense will be budgeted accordingly in future fiscal years.                                                                                                                                                                                                    |                          |
| Consequences if not approved:     | If Amendment No. 5 is not approved, the Sheriff's Office would not provide municipal law enforcement services to the Town of Yountville. The Town of Yountville would need to contract with another jurisdiction for the provision of law enforcement services.                                  |                          |

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed actions may have a significant effect on the environment and therefore CEQA is not applicable. [See guidelines for the implementation of the California Environmental Quality Act, 14 CCR 15061 (b)(3)].

**NAPA COUNTY AGREEMENT NO. 170880B  
TOWN OF YOUNTVILLE AGREEMENT NO. \_\_\_\_\_**

**AMENDMENT NO. 5  
TO AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE COUNTY OF NAPA  
AND  
THE TOWN OF YOUNTVILLE**

This Amendment No. 5 to Napa County Agreement No. 170880B for law enforcement services (the "Amendment") is made and entered into as of the 1st day of July, 2024, by and between the County of Napa ("County"), a political subdivision of the State of California, and the Town of Yountville ("Town"), a municipal corporation.

**RECITALS**

**WHEREAS**, the parties previously entered into an Agreement for Law Enforcement Services, initially dated July, 1997 and thereafter amended from time to time until a new agreement was reached between the parties dated July 2007 (Napa County Agreement No. 1841/170880B, hereafter "Agreement"), pursuant to which the Town contracted with County for the provision of certain law enforcement services within the Town's municipal boundaries; and

**WHEREAS**, the parties thereafter entered into four amendments to the Agreement to provide for new fixed costs; and

**WHEREAS**, the parties now desire to amend the Agreement to provide for a new fixed cost for services for a new four-year term; and

**WHEREAS**, Section 38 of the Agreement provides that all changes to the Agreement must be by written amendment authorized by Town's Council and the County's Board of Supervisors.

**TERMS**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements of the parties and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 2, entitled "**Levels of Service**" is hereby amended to read in full as follows:

"Commencing July 1, 2024, the levels of service shall be as set forth in Exhibit A-5, attached hereto and incorporated here by reference. The Sheriff shall confer with Town regarding assignment of personnel and scheduling of patrol hours to best meet the needs of Town. As a general matter, the parties agree that County shall provide a minimum of 160 hours per week of patrol service to Town as of July 1, 2024. However, the Sheriff

has and retains discretion to determine the level of support required to ensure an effective law enforcement response to any given situation. Town will be promptly notified in the event the Sheriff significantly increases the level of support pursuant to this provision. Similarly, the Sheriff has and retains discretion to reduce the staffing level where appropriate. Town will be promptly notified in the event of a reduction in staffing. At the end of the fiscal year, the parties will review any changes to Town's costs as a result of the reduction in staffing."

2. Section 13, entitled "**Compensation for Services**" is hereby amended to read in full as follows:

"The parties have agreed that the costs for performance of services during the term of the Agreement as amended herein (from July 1, 2024 through June 30, 2028) shall be as follows: for Fiscal Year 2024-2025: One Million Three Hundred Seventy-Four Thousand Five Hundred Fifty-Two Dollars (\$1,374,552); for Fiscal Year 2025-2026: One Million Four Hundred Ninety-One Thousand Three Hundred Eighty-Nine Dollars (\$1,491,389); for Fiscal Year 2026-2027: One Million Six Hundred Eighteen Thousand One Hundred Fifty-Seven Dollars (\$1,618,157); for Fiscal Year 2027-2028: One Million Seven Hundred Fifty-Five Thousand Seven Hundred and One Dollars (\$1,755,701). "Fiscal Year" covers the period of July 1 through June 30. A further breakout of the amounts is provided in the Service Plan, which is attached hereto as Exhibit A-5 and incorporated here by reference."

"The amounts set forth above include all allowable direct and indirect costs estimated to be incurred by County for the services set forth in the Service Plan. Specifically, each amount will include, but is not necessarily limited to: non-recurring personnel start-up costs (associated with hiring/training personnel to replace Sheriff's Department employees to be allocated to Town for performance of services hereunder); estimated salaries for employees expected to be performing services; all employee benefits to be paid by County at rates established by the County Board of Supervisors; the estimated cost of providing relief for all allowable absences (including, but not limited to, vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave and jury duty); and indirect expenses i.e., internal overhead associated with functions such as administration, records, and crime analysis.

"Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave and jury duty) as allowed by County for all employees and/or as allowed by bargaining agreements governing the employee classifications performing services hereunder. All costs associated with such benefits are allowable under this Agreement.

3. Exhibit "A-5" attached hereto and incorporated herein by reference is hereby made a part of the Agreement and is incorporated therein by reference. Exhibit "A-5" is the Service Plan that sets forth the levels of service to be provided during the term of this Agreement as amended herein (July 1, 2024 through June 30, 2028).

4. During the term of the Agreement as amended herein (July 1, 2024 through June 30, 2028), all references to “Estimated Amount” in Agreement No. 170880B shall mean the fixed amounts set forth in Section 13 (Compensation for Services) as amended herein.

5. Except as expressly set forth herein, the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

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

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair of the  
Board of Supervisors

|                                                                                                                                       |                                                                                                                                                |                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: S. Darbinian<br/>Deputy County Counsel</p> <p>Date: April 30, 2024</p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

TOWN OF YOUNTVILLE

By: Margie Mohler  
MARGIE MOHLER, Mayor

ATTEST:  
Yountville Town Clerk

By: Hilary Gaede  
Hilary Gaede, Town Clerk

APPROVED AS TO FORM:  
Gary B. Bell, Town Attorney

By: Gary B. Bell



|                                         |                |                             |                  |                  |                  |  |
|-----------------------------------------|----------------|-----------------------------|------------------|------------------|------------------|--|
| Napa County Agreement                   |                |                             |                  |                  |                  |  |
| NO. 170880B                             |                |                             |                  |                  |                  |  |
|                                         |                |                             |                  |                  |                  |  |
|                                         |                | Exhibit A-5                 |                  |                  |                  |  |
|                                         |                | Town of Yountville          |                  |                  |                  |  |
|                                         |                | Law Enforcement Agreement   |                  |                  |                  |  |
|                                         |                | FY 2024/2025 - FY 2027/2028 |                  |                  |                  |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>BASE RATE SERVICES</b>               |                | <b>FY 24-25</b>             | <b>FY 25-26</b>  | <b>FY 26-27</b>  | <b>FY 27-28</b>  |  |
|                                         |                | 1,149,653                   | 1,184,142        | 1,225,587        | 1,268,483        |  |
| <b>Patrol</b>                           |                |                             |                  |                  |                  |  |
| Sergeant                                | \$399,616      |                             |                  |                  |                  |  |
| Deputy Sheriff II                       | \$250,012      |                             |                  |                  |                  |  |
| Deputy Sheriff II                       | \$250,012      |                             |                  |                  |                  |  |
| Deputy Sheriff II                       | \$250,012      |                             |                  |                  |                  |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Holiday Pay</b>                      | \$18,000       | 18,540                      | 19,096           | 19,669           | 20,259           |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Investigations/NSIB</b>              |                |                             |                  |                  |                  |  |
| Investigation, I.D., Lab, Prop/Evidence |                | 18,500                      | 19,055           | 19,627           | 20,215           |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Mileage</b>                          |                |                             |                  |                  |                  |  |
| Two Vehicles Provided                   |                | 72,806                      | 75,718           | 78,747           | 81,897           |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Overtime/Court Appearances</b>       |                | 18,680                      | 19,240           | 19,818           | 20,412           |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Animal Services</b>                  |                |                             |                  |                  |                  |  |
| Calls for Service Cost Included         |                |                             |                  |                  |                  |  |
|                                         |                |                             |                  |                  |                  |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Dispatch</b>                         |                |                             |                  |                  |                  |  |
| Based on 8.75% of Total Sheriff's       |                |                             |                  |                  |                  |  |
| Calls for Service                       |                | 215,817                     | 223,370          | 231,188          | 239,280          |  |
|                                         |                |                             |                  |                  |                  |  |
| <b>Parking Citations Credit</b>         |                | -10,000                     | -10,000          | -10,000          | -10,000          |  |
|                                         |                |                             |                  |                  |                  |  |
|                                         | <b>FY23-24</b> |                             |                  |                  |                  |  |
|                                         | \$ 1,271,120   | <b>1,374,552</b>            | <b>1,491,389</b> | <b>1,618,157</b> | <b>1,755,701</b> |  |
|                                         |                | <b>8.14%</b>                | <b>8.50%</b>     | <b>8.50%</b>     | <b>8.50%</b>     |  |



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 6/4/2024

**File ID #:** 24-962

---

**TO:** Board of Supervisors  
**FROM:** Sheryl Bratton, County Counsel  
**REPORT BY:** Silva Darbinian, Deputy County Counsel IV  
**SUBJECT:** Sixth Cycle Housing Element Update Rezonings and Modifications to Title 18 of the Napa County Code

---

### **RECOMMENDATION**

Adopt an Ordinance Implementing Sixth Cycle Housing Element Update Rezonings and Modifications to Title 18 of the Napa County Code. (No Fiscal Impact)

### **BACKGROUND**

The Napa County Board of Supervisors adopted a comprehensive update to the County's Housing Element for the State's Sixth Cycle Planning Period on January 24, 2023. The Housing Element was subject to formal State review by California State Department of Housing and Community Development (HCD). HCD conducted its review and concluded that additional revisions that would be needed for HCD to certify the Housing Element. Further revisions to the Housing Element were made and adopted by the Board of Supervisors on December 19, 2023. HCD reviewed the revised Housing Element and, on February 22, 2024, determined that, while the revised Housing Element met statutory requirements of State Housing Laws, the County would not receive an official compliance finding until necessary rezonings were completed. Under State Housing Law, if a jurisdiction does not adopt a housing element update by the January 31, 2023, statutory deadline, or if HCD does not find the jurisdiction's Housing Element to be in substantial compliance within 120 days of adoption, that jurisdiction must complete necessary rezonings within one year of the Housing Element due date. Since the County's Housing Element was not found to be in compliance until February 22, 2024, the Housing Element cannot be found to be in compliance until the County adopts an ordinance implementing the rezonings and related zoning amendments that were identified in the County's Housing Element.

The proposed Ordinance is intended to implement the rezonings identified in the Housing Element and programs H-2g and H-4d.



The proposed Ordinance was presented to the Planning Commission on May 1, 2024. After a noticed public hearing, the Planning Commission recommended that the Board of Supervisors adopt the proposed Ordinance. At its May 21, 2024 meeting, the Board of Supervisors conducted a duly noticed public hearing unanimously passed a motion of intent to adopt the proposed Ordinance with a text amendment to 18.60.120 per a change memo staff presented to the Board on May 21 requesting the addition of a mitigation measure that was inadvertently left out of the ordinance. This consent calendar item requests that the Board take final action adopting the Ordinance.

### **FISCAL & STRATEGIC PLAN IMPACT**

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

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: On January 24, 2023, the Napa County Board of Supervisors adopted a resolution certifying an Environmental Impact Report (EIR) (State Clearinghouse # 2022010309) and adopting Findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA for the Napa County General Plan Housing Element and Safety Element Updates (HEU & SEU). The project description provided in the certified EIR included rezoning of the two sites proposed to be rezoned as part of this action and other implementation measures. No supplemental or subsequent EIR is required, in that no changes are proposed to the contemplated rezoning and zoning amendments, and no new information or changes to circumstances have occurred which would involve new significant environmental effects or a substantial increase to the severity of previously identified effects.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS , STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP AND VARIOUS SECTIONS OF TITLE 18, ZONING, OF THE NAPA COUNTY CODE TO IMPLEMENT PROGRAMS INCLUDED IN THE 2023-2031 HOUSING ELEMENT**

**WHEREAS**, on December 19, 2023, the Napa County Board of Supervisors adopted the 2023 – 2031 Housing Element; and

**WHEREAS**, Programs H-2g and H-4d in the adopted Housing Element require that two sites be rezoned to provide adequate sites to accommodate the housing needs of lower income households and further require that certain amendments be made to the RM Residential Multiple District and the AH Affordable Housing Combining District; and

**WHEREAS**, the Board of Supervisors desires to amend the official zoning map and various sections of Title 18, Zoning, of the Napa County Code to implement those programs included in the 2023 – 2031 Housing Element.

**NOW, THEREFORE**, the Board of Supervisors of Napa County, State of California, ordains as follows:

**SECTION 1.** Section 18.10.020 (Duties—Specific subjects) of Chapter 18.10 (Zoning Administrator) of the Napa County Code is amended to read in full as follows:

**18.10.020      Duties—Specific subjects.**

The zoning administrator shall hear and decide all applications for the following unless, in the zoning administrator's sole discretion, the zoning administrator determines that the matter (1) is of a size, importance, or unique nature such that it is judged not to be a routine matter; (2) involves potentially significant environmental impacts; or (3) is such that the public interest would be furthered by having a particular application heard and decided by the planning commission:

- A. Permits and modifications thereof for the following:
  - 1. Farmworker housing as defined by Section 18.08.294 of this code;
  - 2. Cottage food operations;
  - 3. Kennels and veterinary facilities;
  - 4. (Reserved);

5. Following a public hearing noticed in accordance with Section 18.136.040, use permits for Micro-wineries as defined by Section 18.08.377 of this code. No application for a new micro-winery use permit or modification of a micro-winery use permit, whether minor or major, shall be considered beginning three years after May 5, 2022 (the effective date of this Ordinance), unless the provisions in this code pertaining to micro-wineries are extended, re-adopted or amended by the board of supervisors. Applications that are accepted by the Director as complete prior to the deadline shall be allowed to complete their processing. In the event that the provisions in this code pertaining to micro-wineries are not extended, re-adopted or amended by the board of supervisors, use permits for micro-wineries that have been issued under these provisions shall remain valid unless allowed to expire pursuant to Section 18.124.080 or revoked pursuant to 18.124.120;
6. Undergrounding of gas, electric, telephone, or cable television lines;
7. Noncommercial wind energy and conversion systems;
8. Child day care centers;
9. Residential care facilities (medium) and (large);
10. Following a public hearing noticed in accordance with Section 18.136.040, use permits for small wineries as defined by Section 18.08.600 of this code that were issued a certificate of exemption prior to February 22, 1990, recognizing the extent of existing legal entitlements or allowing the following uses provided the application meets all of the following qualifications:
  - a. Has an annual maximum of 20,000 gallons or less of wine production;
  - b. Generates no more than 40 Average Daily Trips (ADT) (20 round trips) by tasting room visitors, all winery employees including seasonal employees, and deliveries to the winery. The use permit will not trigger application of the Napa County Road and Street Standards unless the total ADT from all uses exceeds 40 ADT or the inspection authority determines that improvements are required to comply with the State Fire Code, State Responsibility Area Regulations, or adopted left-turn warrants required for all projects;
  - c. Has a maximum of 10,000 square feet of occupied space, including buildings, caves, and cut and cover caves, but excluding unenclosed space, such as covered crush pads;
  - d. Conducts a maximum of 11 marketing events per year. Ten such events may allow attendees up to a total amount of vehicle trips that does not exceed 24 ADT (12 daily round trips) and one such event may allow attendees up to a total amount of vehicle trips that does not exceed 40 ADT (20 daily round trips). The ADT for all winery uses, including deliveries, tours and tastings, and employees, on days when a marketing event occurs shall not exceed 40 ADT; and
  - e. Following approval of a use permit under this subsection, no subsequent application for an increase in production of wine, tasting room visitation, or marketing events shall be considered within two years after approval;
11. (Reserved);
12. (Reserved);
13. Modifications of use permits under subsection (E) of Section 18.124.130;
14. Farmworker centers as defined by Section 18.08.293 of this code;

- 15. (Reserved);
- 16. (Reserved);
- B. (Reserved);
- C. Merger of substandard parcels, but only if the parcels meet the requirements set forth in Section 17.48.040;
- D. (Reserved);
- E. Summary revisions to acreage, but only after making the findings required by Section 17.50.070;F.(Reserved);
- G. Licenses for Category 3 temporary events as defined in Section 5.36.015 if a hearing is requested, and Category 4 temporary events as defined in Section 5.36.015 if not referred to the board;
- H. Certificates of present extent of legal nonconformity, in accordance with the procedure set forth in Section 18.132.050;
- I. Minor amendments of tentative, parcel and final maps in accordance with the procedure set forth in Sections 17.26.030 through 17.26.050 and Section 17.26.060 for modifications to or elimination of slope easements, and for this purpose the zoning administrator shall be deemed an "advisory agency" as defined in Chapter 17.02;
- J. Variances, pursuant to Chapter 18.128 of this code (commencing with Section 18.128.010) and excepting therefrom any variances from the terms of the Conservation Regulations as set forth in Chapter 18.108;
- K. (Reserved);
- L. Applications for extensions of the life of a tentative map;
- M. Minor modifications to use permits as described in Section 18.124.130 (B) and modifications to winery use permits as described in Section 18.124.130(C)(1) through (7) of Section 18.124.130, after making the findings required by Section 18.124.130;
- N. Variances from the standards for mobile home parks in accordance with Section 15.40.310, or any successor amendment thereof;
- O. (Reserved); and
- P. Applications for exceptions to the county's adopted road and street standards in connection with all permits and modifications listed in subsection A through O above, a building permit clearance for a single-family residence or other ministerial permit clearance.

**SECTION 2.** Section 18.60.020 (Uses allowed without a use permit) of Chapter 18.60 (RM – Residential Multiple District) of the Napa County Code is amended to read in full as follows:

**18.60.020 – Uses allowed without a use permit.**

The following uses may be allowed in all RM districts without a use permit:

- A. One single-family dwelling unit per legal lot;

- B. Family day care homes (small);
- C. Family day care homes (large) subject to Section 18.104.070;
- D. Residential care facilities (small);
- E. Minor antennas meeting the requirements of Sections 18.119.240 through 18.119.260;
- F. Telecommunication facilities, other than satellite earth stations, which consist solely of wall-mounted antenna and related interior equipment and meet the performance standards specified in Section 18.119.200, provided that prior to issuance of any building permit, or the commencement of the use if no building permit is required, the director or his/her designee has issued a site plan approval pursuant to Chapter 18.140;
- G. Farmworker housing providing accommodations for six or fewer employees and otherwise consistent with Health and Safety Code Section 17021.5 or successor provisions, subject to the conditions set forth in Sections 18.104.300 and 18.104.310, as applicable;
- H. Multiple-family dwelling units and single room occupancy units providing twenty percent of their total dwelling units at an affordable sales price or affordable rent to low income households; and
- I. A second unit, either attached to or detached from an existing legal residential dwelling unit, providing that all of the conditions set forth in Section 18.104.180 are met.

**SECTION 3.** Section 18.60.030 (Uses permitted upon grant of a use permit) of Chapter 18.60 (RM – Residential Multiple District) of the Napa County Code is amended to read in full as follows:

**18.60.030 – Uses permitted upon grant of a use permit.**

The following uses may be permitted in all RM zoning districts but only upon grant of a use permit pursuant to Section 18.124.010:

- A. Multiple-family dwellings and single room occupancy units providing at least fifteen percent, but less than twenty percent, of their total dwelling units at an affordable sales price or affordable rent to low income households;
- B. Outdoor parks and recreation facilities compatible with agriculture and residences;
- C. Residential care facilities (medium) subject to Section 18.104.170.
- D. Residential care facilities (large) subject to Section 18.104.170;
- E. Child day care centers; and
- F. Telecommunication facilities, other than those allowed under subsection (F) of Section 18.60.020, that must, for demonstrated technical reasons acceptable to the director, be located within a residential single (RS), residential multiple (RM), residential country (RC), or planned development (PD) zoning district.

**SECTION 4.** Section 18.60.040 (Application for use permit—Requirements—Conveyance during processing) of Chapter 18.60 (RM – Residential Multiple District) of the Napa County Code is amended to read in full as follows:

**18.60.040 – Applications—Requirements.**

- A. Projects proposing multiple-family dwelling units and single room occupancy units meeting the affordability requirements of Section 18.60.020.H require approval of a building permit, which shall be reviewed ministerially by the building official and director, without a discretionary permit or review that would constitute a “project” under the California Environmental Quality Act. Any subdivision of the sites shall be subject to all laws, including, but not limited to, Title 17 implementing the Subdivision Map Act. For projects that require approval of a tentative or parcel map under the provisions of Title 17, an application, including designated fees, shall be made to the department, and the project must receive approval of the map as specified in Title 17.
- B. Projects proposing multiple-family dwelling units and single room occupancy units meeting the affordability requirements of Section 18.60.020.H shall submit an affordable housing plan and enter into agreements with the county consistent with the provisions of Section 18.107.130 and Section 18.107.140. Replacement housing shall be provided as required by Government Code Sections 66300.5 *et seq.* or successor provisions.
- C. Within the RM district, application for a use permit under Section 18.124.030 shall be accompanied by a development plan as defined in Section 18.08.230. A use permit approved for an RM development shall comply with Section 18.104.060(A).
- D. Owners and developer shall sign the application.

**SECTION 5.** Section 18.60.070 (Density – Commission to determine) of Chapter 18.60 (RM – Residential Multiple District) of the Napa County Code is amended to read in full as follows:

**18.60.070 – Required residential density.**

The number of dwelling units to be permitted in any residential development in the RM zone shall be a minimum of twenty dwelling units per acre and may not exceed twenty-five dwelling units per acre.

**SECTION 6.** A new Section 18.60.120 (Compliance with mitigation measures) is added to Chapter 18.60 (RM – Residential Multiple District) of the Napa County Code to read in full as follows:

**18.60.120 – Compliance with mitigation measures.**

Multiple-family or single room occupancy development shall fully comply with mitigation measures AIR-1, AIR-2, AIR-3, BIO-1, BIO-2, BIO-3, CUL-1, CUL-2, CUL-3, GEO-1, GHG-1, NOI-2, TRA-1, UTL-1 and UTL-2 identified in the Final Environmental Impact Report of the Napa County 2023 Housing Element Update dated January 24, 2023 and as set forth in Resolution No. 2023-18 of the Board of Supervisors.

**SECTION 7.** A new Section 18.60.130 (Definitions) is added to Chapter 18.60 (RM – Residential Multiple District) of the Napa County Code to read in full as follows:

**18.60.130 – Definitions**

“Affordable rent,” “affordable sales price,” “low income households,” and “very low income households” are as defined in Section 18.107.230.

**SECTION 8.** Section 18.82.010 (Intent of classification) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.010 – Intent of classification.**

This affordable housing combining district (:AH) classification is intended to:

- A. Implement the goals of the housing element of the Napa County general plan in regard to the construction of affordable housing by establishing development regulations for identified housing opportunity sites.
- B. Apply to Specified Priority Housing Development Sites identified in the Housing Element of the General Plan.
- C. Allow the construction of a variety of affordable housing types on Specified Priority Housing Development Sites.
- D. Establish maximum and minimum densities for the development of housing.
- E. Permit uses identified in this chapter as an alternative to the underlying zoning of the identified sites. Parcels may be developed in accordance with standards of the

underlying zoning or in accordance with the standards set forth in this chapter but not both, except that all residential development must develop at a minimum density of twenty units per acre and maximum density of twenty-five units per acre on the 2023 Specified Priority Housing Development Sites.

**SECTION 9.** Section 18.82.020 (Definitions) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.020 – Definitions.**

Unless the context requires otherwise, the definitions in this section shall govern the construction of the provisions of this chapter.

“Affordable rent,” “affordable sales price,” “low income households,” “moderate income households,” and “very low income households” are as defined in Section 18.107.230

“Specified Priority Housing Development Site(s)” means certain parcels identified for affordable housing development in the Housing Element of the Napa County General Plan.

The following parcels are designated as “2009 Specified Priority Housing Development Sites”:

- \* Angwin Sites A and B (APN 024-410-007, 024-080-024)
- \* Moskowitz Corner, Sites A, B, C, and D (APN 032-150-062, 032-150-063, 032-150-048, 032-150-047); and
- \* Spanish Flat, Sites A, B, C, D, E, and F (APN 019-261-038, 019-261-035, 019-261-026, 019-261-025, 019-262-001, 019-050-003).

The following parcels are designated as “2023 Specified Priority Housing Development Sites”:

- \* Spanish Flat (APN 019-261-040 and part of 019-261-041).

**SECTION 10.** Section 18.82.030 (Affordability requirements) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.030 – Affordability requirements.**



- A. Residential ownership projects within the :AH Combination District shall include housing units available at an affordable sales price and sold to moderate-income households, as required by Section 18.107.080, and shall remain at those affordability levels for a minimum of forty years. Residential projects on 2023 Specified Priority Housing Development Sites shall include fifteen percent of their dwelling units in the project at an affordable sales price or affordable rent to low income households.
- B. All affordable units shall be constructed at a rate consistent with the construction of market rate units and shall be mixed throughout the development. Project phasing must be done in a manner that is proportionate to the overall mix of affordability levels.
- C. The applicant shall submit an affordable housing plan and enter into agreements with the county consistent with the provisions of Section 18.107.130 and Section 18.107.140. Replacement housing shall be provided as required by Government Code Sections 66300.5 *et seq.* or successor provisions.

**SECTION 11.** Section 18.82.050 (Site density) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.050 - Site density.**

Only the Specified Priority Housing Development Sites are eligible for the :AH Combination District classification. Any development of the parcels identified in the :AH Combination District classification shall comply with the following applicable site densities and timelines for construction:

- A. A maximum number of units may be constructed within this combination district in each of the three areas identified below (Angwin, Moskowitz Corner, and Spanish Flat) that are 2009 Specified Priority Housing Development Sites . The right to develop from the available pool of units shall be granted when a building permit is issued.
- B. Construction shall commence within one year of the issuance of a building permit or within any allowed extension on the 2009 Specified Priority Housing Development Sites; otherwise, the units reserved by the permit shall be returned to the potential pool of housing development for that area. Once building permits totaling the allowed number of units within the area have been issued, the combination district shall be considered exhausted for that particular area. Notwithstanding the foregoing, applications for proposed projects may be submitted and shall be processed on a first come, first served basis in the event that permits already issued have not been used within the time frames specified herein.
- C. Site density for the 2009 Specified Priority Housing Development Sites shall be as listed below:
  - 1. Angwin: Density allowed without use permit approval on Parcels A and B for the Angwin location shall be twelve dwelling units per acre. Up to twenty-five dwelling units per acre may be allowed upon use permit approval. The maximum combined

number of units constructed on Parcels A and B shall not exceed a total of one hundred ninety-one dwelling units.

2. Moskowitz Corner: Density allowed without use permit approval on Parcels A, B, C, and D for the Moskowitz Corner location is four dwelling units per acre. Up to ten dwelling units per acre may be allowed upon use permit approval. The maximum combined number of units constructed on Parcels A, B, C, and D shall not exceed a total of one hundred dwelling units.
3. Spanish Flat: Density allowed without use permit approval on Parcels A, B, C, D, E, and F for the Spanish Flat location is four dwelling units per acre. Up to twenty-five dwelling units per acre may be allowed upon use permit approval. The maximum combined number of units constructed on Parcels A, B, C, D, E, and F shall not exceed a total of one hundred ten dwelling units.
- D. Site density for the 2023 Specified Priority Housing Development Sites shall be a minimum of twenty dwellings units per acre and shall not exceed twenty-five dwelling units per acre for all residential development, regardless of whether the AH: overlay is utilized.

**SECTION 12.** Section 18.82.060 (Required development allocation) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.060 - (Reserved)**

**SECTION 13.** Section 18.82.070 (Compliance with mitigation measures) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.070 - Compliance with mitigation measures.**

- A. Development of the 2009 Specified Priority Housing Development Sites shall fully comply with the applicable mitigation measures identified in the Final Environmental Impact Report of the Napa County 2009 Housing Element Update dated April 22, 2009, and as set forth in Resolution No. 09-88 of the board of supervisors.

| Development Criteria | Angwin Site A | Angwin Site B | Moskowite Site A | Moskowite Site B | Moskowite Site C | Moskowite Site D | Spanish Flat Site A | Spanish Flat Site B | Spanish Flat Site C | Spanish Flat Site D | Spanish Flat Site E | Spanish Flat Site F |
|----------------------|---------------|---------------|------------------|------------------|------------------|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| TRAF-13              | X             | X             | X                | X                | X                | X                | X                   | X                   | X                   | X                   | X                   | X                   |
| BIO-1 <sup>1</sup>   | X             | X             | X                | X                | X                | X                |                     | X                   |                     | X                   | X                   | X                   |
| BIO-2                | X             |               | X                | X                | X                |                  |                     |                     | X                   | X                   |                     | X                   |
| BIO-3                | X             | X             | X                | X                | X                | X                |                     | X                   |                     | X                   | X                   | X                   |
| BIO-4                | X             | X             | X                | X                | X                | X                |                     | X                   | X                   | X                   | X                   | X                   |
| BIO-5                | X             | X             | X                | X                | X                | X                |                     | X                   | X                   | X                   | X                   | X                   |
| FIS-1                | X             |               | X                | X                | X                |                  |                     |                     |                     |                     |                     | X                   |
| NOISE-1              | X             |               | X                | X                | X                |                  |                     |                     |                     |                     |                     |                     |
| NOISE-3              |               | X             |                  |                  |                  |                  |                     |                     |                     |                     |                     |                     |
| HUM-1                |               |               |                  |                  |                  |                  |                     | X                   |                     |                     |                     | X                   |
| HUM-3                | X             | X             | X                | X                | X                | X                | X                   | X                   | X                   | X                   | X                   | X                   |
| HYDRO-2              | X             | X             |                  |                  |                  |                  |                     |                     |                     |                     |                     |                     |
| HYDRO-3              |               |               | X                | X                | X                | X                |                     |                     |                     |                     |                     |                     |
| CUL-1                | X             | X             | X                | X                | X                | X                | X                   | X                   | X                   | X                   | X                   | X                   |
| CUL-2                | X             | X             |                  |                  |                  |                  |                     |                     |                     |                     |                     |                     |
| CUL-3                |               |               |                  |                  | X                | X                |                     |                     |                     |                     |                     |                     |
| CUL-4                |               |               |                  |                  | X                | X                |                     |                     |                     |                     |                     |                     |
| CUL-6                | X             | X             | X                | X                | X                | X                | X                   | X                   | X                   | X                   | X                   | X                   |
| PUB-4                | X             | X             | X                | X                | X                | X                | X                   | X                   | X                   | X                   | X                   | X                   |

<sup>1</sup>Potential impacts to biological resources would be mitigated to less than significant level by the implementation of development criteria BIO-1, BIO-2, BIO-3, BIO-4, BIO-5 for the affected sites as noted on this graph.

- B. Development of the 2023 Specified Priority Housing Development Site shall fully comply with the mitigation measures AIR-1, AIR-2, AIR-3, BIO-1, BIO-2, BIO-3, BIO-5, CUL-1, CUL-2, CUL-3, GEO-1, GHG-1, NOI-2, TRA-1, UTL-1 and UTL-2 identified in the Final Environmental Impact Report of the Napa County 2023 Housing Element Update dated January 24, 2023 and as set forth in Resolution No. 2023-18 of the Board of Supervisors.

**SECTION 14.** Section 18.82.080 (Design criteria) of Chapter 18.82 (AH – Affordable

Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.080 – Design Criteria.**

The following design guidelines shall be applicable to all projects within the :AH Combination District requiring a use permit. The design guidelines will be enforced through review and approval by the planning commission.

- A. General. The following shall apply to all development:
1. Buildings shall be designed to frame views of hills, vineyards and other landscape features.
  2. Natural landscape features such as creeks, wetlands and landmark trees shall be incorporated into the site design. All development shall be subject to the county's Conservation Regulations (Chapter 18.108).
  3. Site planning shall minimize the need for grading of steep slopes or hillsides. Grading shall be contoured to blend with adjacent open space.

4. Development shall be clustered on each site so as to minimize development footprints, preserve undeveloped land, and avoid areas with natural or visual resources.
  5. Building materials and architectural design concepts including colors, textures and details of construction shall be compatible with adjacent and neighboring residential properties.
  6. Painted surfaces shall use colors that reinforce architectural concepts and are compatible with natural materials such as brick or stone.
  7. Roof forms, materials, doors, windows and other architectural features of historic or traditional houses near the project shall be referenced in the design of the new development. Buildings shall use materials and design components that are indigenous to the Napa Valley including, but not limited to, exposed heavy timbers for structural supports, trellis features, gable roof elements, stone foundations, wood or split stone masonry siding.
  8. A detailed landscaping plan, including parking details, shall be submitted for review and approval prior to the issuance of building permits. The plan shall indicate the names and locations of all plant materials to be used along with the method of maintenance. Plant materials shall be purchased locally when practical. The Napa County agricultural commissioner's office shall be notified of all impending deliveries of live plants with points of origin outside of the county.
  9. The design of fences and screening shall reflect the county's predominantly rural character.
  10. All exterior lighting, including landscape lighting, shall be shielded and directed downward and shall be located as low to the ground as possible. Low-level lighting shall be utilized in parking areas at multi-family sites rather than high-intensity light standards.
  11. In compliance with county scenic highway regulations, any new housing units shall be designed so as not to be visible from county or state designated scenic routes. Where this is not possible, visual impacts from designated scenic routes shall be minimized through landscaping, grading, berms, appropriately designed fences and other screening devices.
  12. All new housing units shall be designed so as minimize their visual impacts. Visual impacts shall be minimized through landscaping, grading, berms, appropriately designed fences and other screening devices. New housing shall be subject to the county's Viewshed Protection Program (Chapter 18.106), if applicable.
- B. In addition to the criteria listed in subsection (A) of Section 18.82.080, the following shall apply to single family residential developments:
1. Entrances and windows, not garages, shall be dominant elements of front facades.
  2. Garages shall not exceed fifty percent of the width of the house.
  3. The use of shared driveways and alleyways with detached garages shall be utilized whenever feasible.
  4. Larger wall and roof planes shall include three dimensional design features such as chimneys, balconies, bay windows or dormers.
  5. The design shall promote harmonious transition in scale and character in areas between different designated land uses.
  6. Play spaces for children are strongly encouraged and shall be secure and visible.

- C. In addition to the criteria listed in subsection (A) of Section 18.82.080, the following shall apply to multi-family residential developments:
1. Building forms shall use varying roof heights, setbacks and wall planes to break up perceived bulk of buildings. Long unbroken volumes and large unarticulated wall and roof planes are not permitted.
  2. Smaller multi-family projects shall follow the guidelines for single-family residences as set forth in subsection (B) above.
  3. Architectural design concepts shall provide for a transition in scale between multi-family and any neighboring single-family residential development.
  4. Trash enclosures, storage and other accessory elements shall be designed as integral parts of the architecture.
  5. Parking lots shall be screened by shade trees, landscaping or buildings. Parking shall be unobtrusive and not disrupt the quality of open spaces and pedestrian environments. Access to the property and circulation systems shall be safe and convenient for pedestrians, cyclists and vehicles.
  6. Parking shall be enclosed in garages where feasible. Outdoor parking and garage doors shall be located so as to be minimally visible from public streets and project open spaces.
  7. Multi-family developments shall provide both common and private open space.
  8. Multi-family projects shall provide common spaces that are physically defined and socially integrated into the site plan as a gathering place.
  9. New projects will be required to provide, as part of the common space, the installation of a play structure and necessary safety equipment.

**SECTION 15.** Section 18.82.090 (Approval process) of Chapter 18.82 (AH – Affordable Housing Combination District) of the Napa County Code is amended to read in full as follows:

**18.82.090 - Approval process.**

- A. Projects proposed on 2023 Specified Priority Housing Development Sites where twenty percent of the proposed dwelling units are affordable to low income households and that meet: (a) the development standards set forth in Section 18.82.040; (b) the applicable density requirements identified in Section 18.82.050; and (c) the mitigation measures identified in Section 18.82.070, and all other applicable sections of this chapter, except as those requirements may be modified under provisions of State Density Bonus Laws, require approval of a building permit, which shall be reviewed ministerially by the building official and director, without a discretionary permit or review that would constitute a “project” under the California Environmental Quality Act. Any subdivision of the sites shall be subject to all laws, including, but not limited to, Title 17 of the Napa County Code implementing the Subdivision Map Act. For projects that require approval of a tentative or parcel map under the provisions of Title 17, an application, including designated fees, shall be made to the department, and the project must receive approval of the map as specified in Title 17.

- B. For projects that require a use permit, the affordability standards of Section 18.82.030.A shall apply. Applications shall be processed pursuant to Section 18.124, and an application and designated fees shall be made to the department and must receive planning commission approval before the project can proceed. Applications under use permit processing procedures shall comply with the development standards set forth in Section 18.82.040, the applicable density requirements identified in Section 18.82.050, the mitigation measures identified in Section 18.82.070, and all other applicable sections of this chapter, except as those requirements may be modified under provisions of State Density Bonus Laws.

**SECTION 16.** Section 18.107.080 (Residential projects—Basic inclusionary requirement) of Chapter 18.107 (Affordable Housing and Incentives) of the Napa County Code is amended to read in full as follows:

**18.107.080 - Residential projects—Basic inclusionary requirement.**

- A. To mitigate the impacts of market rate residential projects on the need for affordable housing in Napa County, a portion of all new dwelling units in a residential ownership project shall be made available at an affordable sales price to moderate income households whose annual household income does not exceed one hundred twenty percent of median income, as follows:
- Single-family detached-20%
- Attached single-family and common interest projects-17%
- B. For residential rental projects, housing fees shall be paid as specified in Section 18.107.090 to mitigate the project's impact on the need for affordable housing in the county, unless an equivalency proposal is approved pursuant to Section 18.107.100 or rental is approved pursuant to Section 18.107.110.
- C. Affordable units shall be comparable in number of bedrooms, exterior appearance and overall quality of construction to market rate units in the same residential project. Affordable units shall be dispersed throughout the residential project, or, subject to the approval of the planning director, may be clustered within the residential project when this furthers affordable housing opportunities.
- D. The following residential projects are exempt from the affordable housing requirements in this Section 18.107.080 and in Section 18.107.090:
1. Farmworker housing units of twelve hundred square feet or less; or
  2. Any residential project that is deed-restricted to be one hundred percent affordable to extremely low, very low, low income, or moderate income households, except for managers' units, and which meets the requirements of Section 18.107.140; or

3. Multi-family or single room occupancy residential projects, which propose that at least twenty percent of the total units be available at affordable rent or affordable sales prices to very low or low income households; and
  4. Any density bonus units, as required by Government Code Section 65915.
- E. Compliance with this chapter shall be made a condition of approval of each permit approved for a residential development unless the project is exempt pursuant to subsection (D) above.

**SECTION 17.** The official zoning map of the County of Napa is hereby amended to (1) rezone a five (5) acre portion of the northwest corner of APN 043-062-008 from Agricultural Watershed : Urban Reserve Combination (AW:UR) to Residential Multiple : Urban Reserve Combination (RM : UR), as shown in Exhibit A, attached hereto and incorporated herein by this reference; and (2) rezone 10 acres encompassing the entirety of APN 019-261-040 and approximately 8.47 acres of APN 019-261-041 from Commercial Neighborhood (CN) to Commercial Neighborhood : Affordable Housing Combination (CN:AH), as shown in Exhibit B, attached hereto and incorporated herein by this reference.

**SECTION 18.** The amendments set forth in this Ordinance implement programs contained in the 2023 – 2031 Housing Element of the County of Napa. The project description provided in the Environmental Impact Report prepared on the Housing Element (State Clearinghouse # 2022010309) included the rezoning of the two sites proposed to be rezoned as part of this action and the other measures implemented by this Ordinance. No supplemental or subsequent EIR is required, in that no changes are proposed to the proposed rezoning and zoning amendments, and no new information or changes to circumstances have occurred which involve new significant environmental effects or a substantial increase to the severity of previously identified effects.

**SECTION 19.** This Ordinance is consistent with the following policies and goals of the General Plan: AG/LU-2, AG/LU-22, AG/LU-23, AG/LU-25, AG/LU-28, AG/LU-30, AG/LU-31, AG/LU-58, AG/LU-80, CIR-3, and CC-44, and with the following policies and programs of the 2023-2031 Housing Element: Policies H-2b, H-2c, H-2e, H-2h, H-4a, H-4e, H-5k, and H-6c and programs H-2g and H-4d, as described in the staff report.

**SECTION 20.** It is hereby declared to be the intention of the Board of Supervisors that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, section, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 21.** This Ordinance shall take effect thirty (30) days from and after the date of its passage.

**SECTION 22.** A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was considered and a public hearing held thereon before the Napa County Planning Commission at a regular meeting of the Commission on May 1, 2024. This Ordinance was introduced and a public hearing held thereon at a regular meeting of the Napa County Board of Supervisors, State of California, on \_\_\_\_\_ and passed at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ by the following vote:



AYES: SUPERVISORS \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of the  
State of California

\_\_\_\_\_  
JOELLE GALLAGHER, Chair of the Board of  
Supervisors

|                                                                                                                                                                                                             |                                                                                                                                               |                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>/S/ S. Darbinian</u><br/>Deputy County Counsel</p> <p>By: <u>/S/ Brandon Aguilera</u><br/>Code Services</p> <p>Date: <u>5/21/2024</u></p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____, 2024</p> <p>Processed By: _____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____<br/>_____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

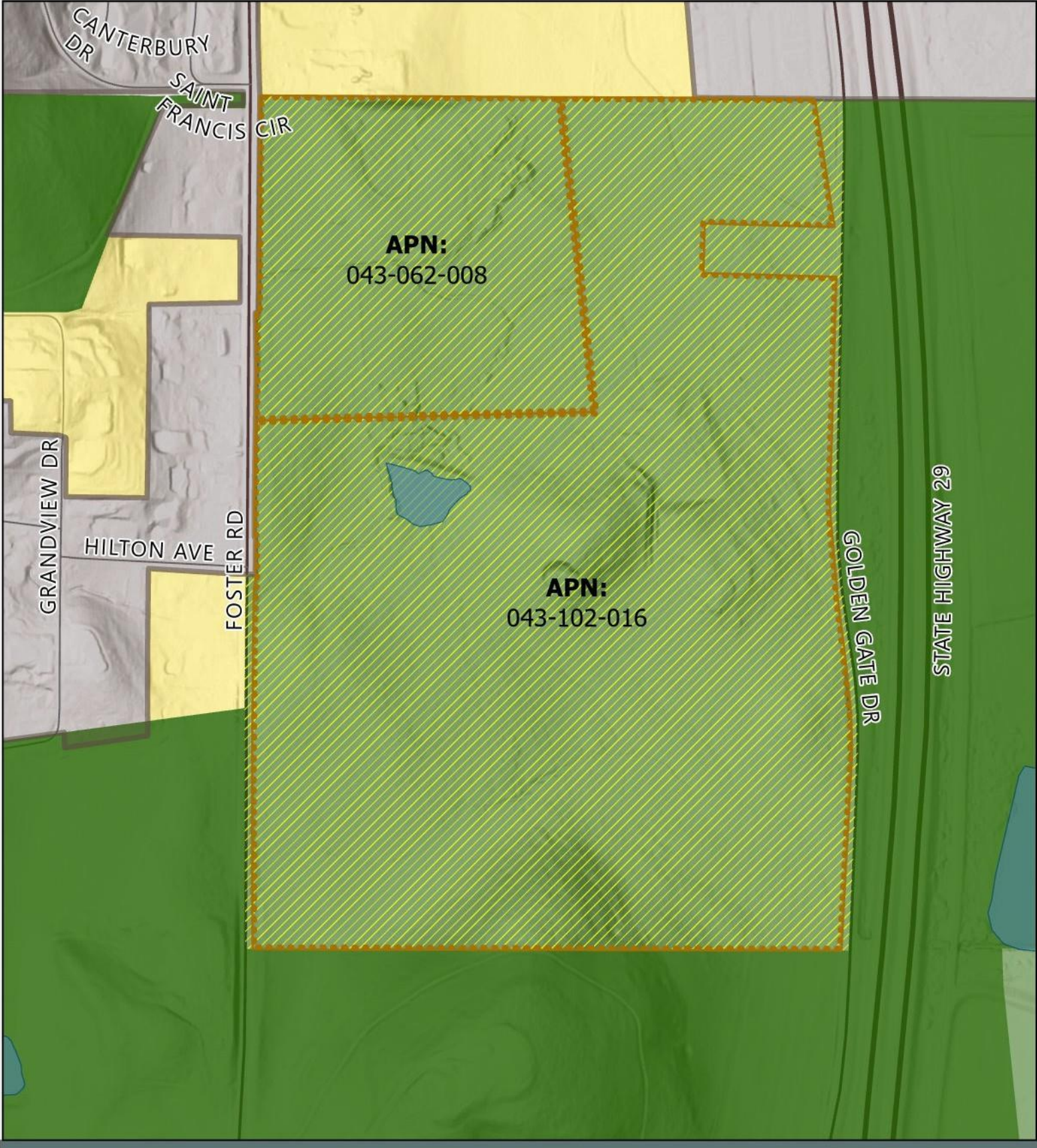
I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF  
THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD  
STREET ROOM 310, NAPA, CALIFORNIA ON \_\_\_\_\_.

\_\_\_\_\_  
NEHA HOSKINS, CLERK OF THE BOARD

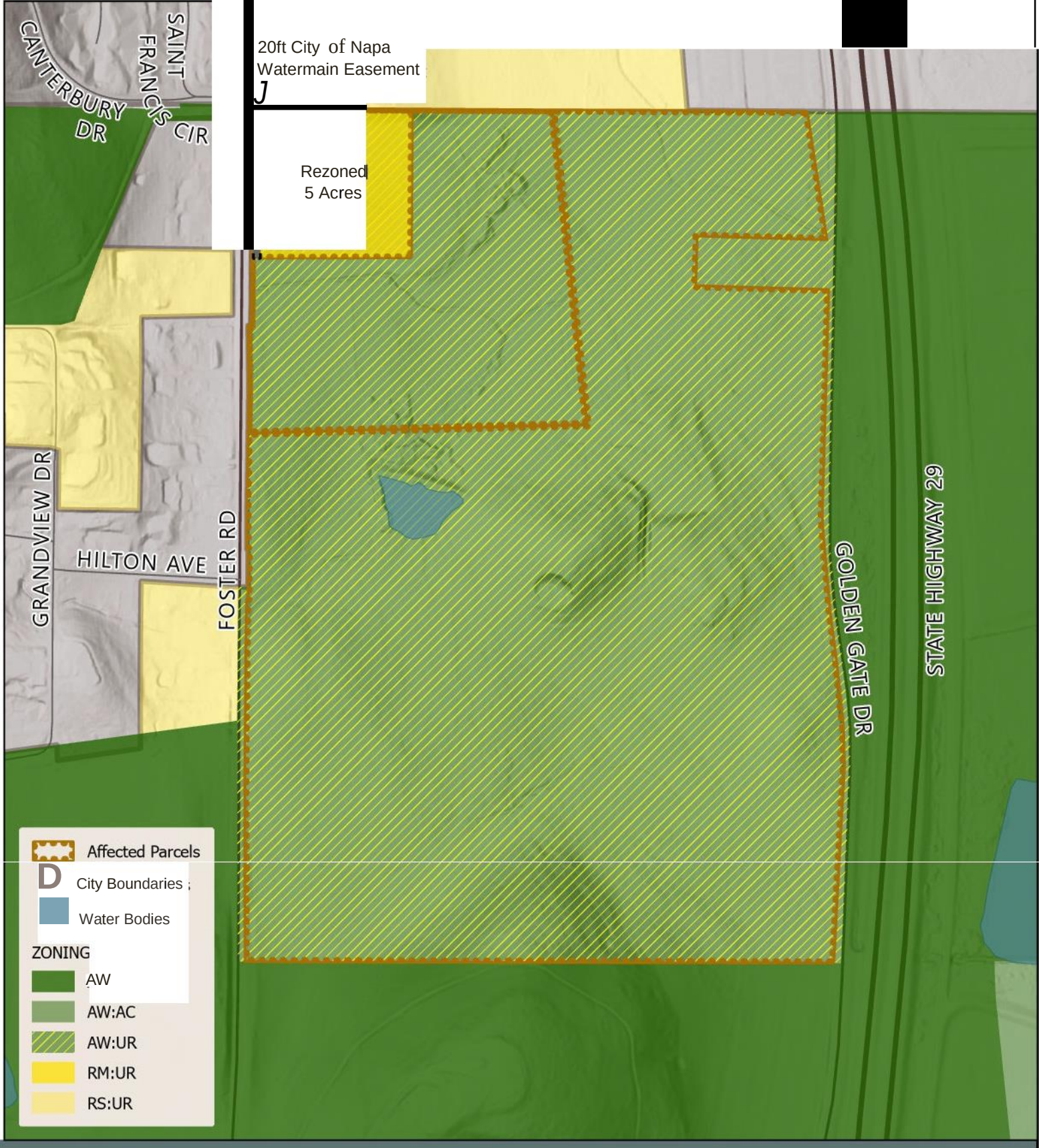
## Exhibit A



Existing Zoning



Proposed Zoning



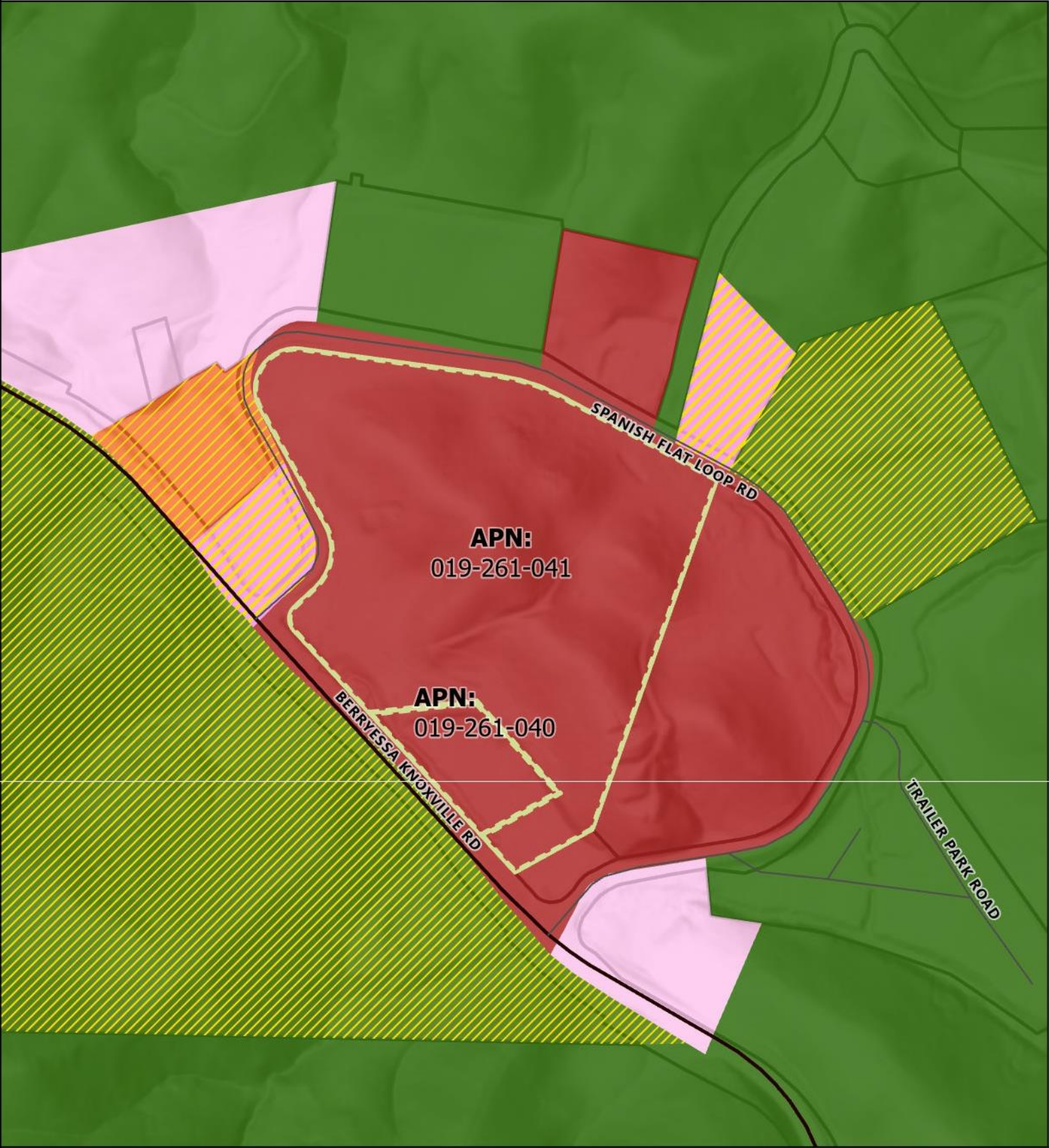
FOSTER ROAD Existing vs. Proposed Districts



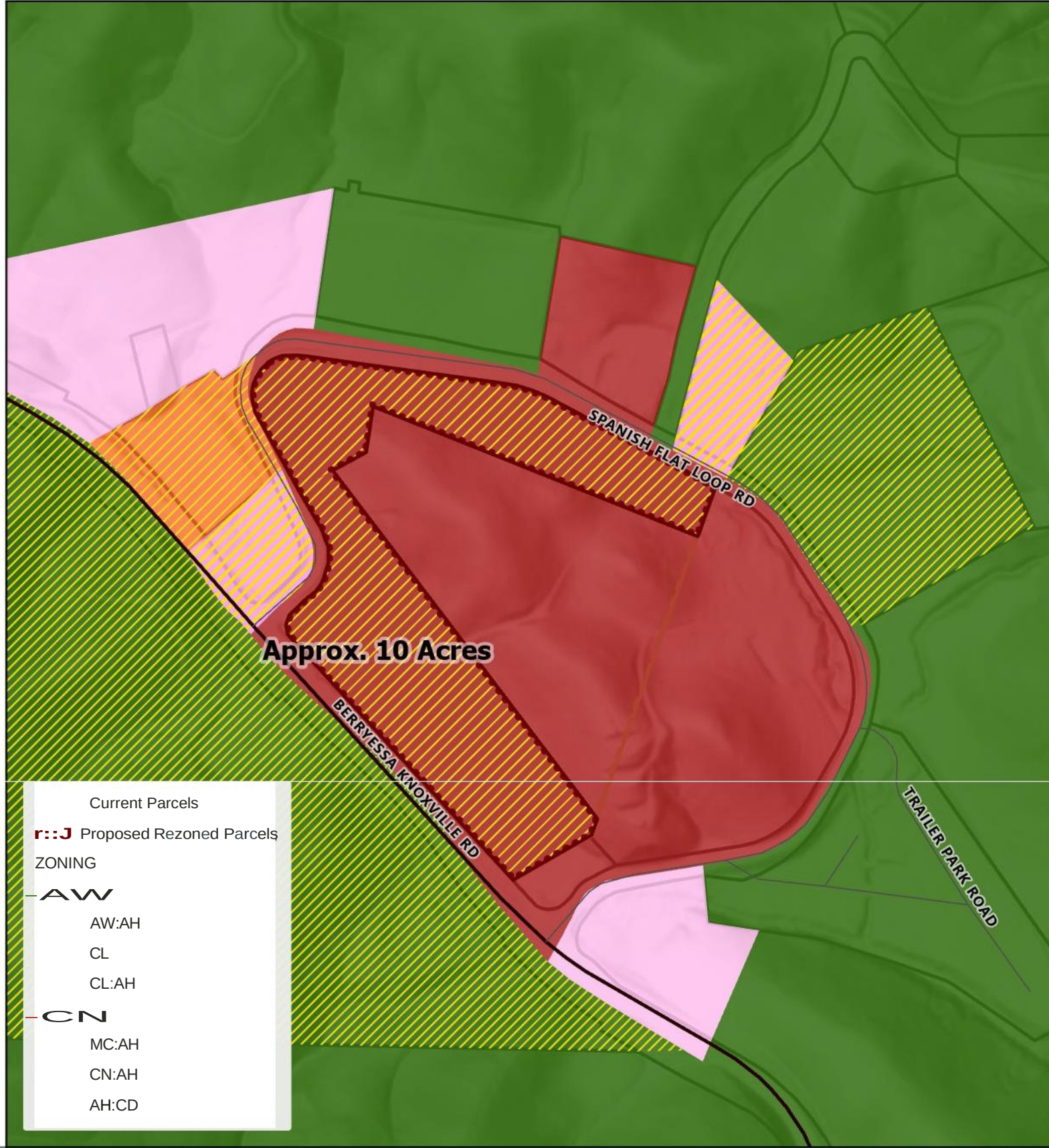
## Exhibit B



Existing Zoning



Proposed Zoning



Current Parcels

Proposed Rezoned Parcels

ZONING

AW

AW:AH

CL

CL:AH

CN

MC:AH

CN:AH

AH:CD

SPANISH FLATS

Existing vs. Proposed Districts

PLANNING, BUILDING, &  
ENVIRONMENTAL SERVICES  
1195 THIRD STREET, SUITE 210  
NAPA, CA 94559



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



*delineated hereon.*

DATEPUBLISHED: **3/20/2024**  
DATEREVISED:

AUTHOR: **S.C.**  
MAPSCALE: **1:3,600**

NORTH

0      150      300

Feet

(707) 253-4417



# 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:** 6/4/2024

**File ID #:** 24-947

---

**TO:** Board of Supervisors

**FROM:** Jennifer Yasumoto, Director of Health and Human Services

**REPORT BY:** Summer Isham, Contracts Supervisor

**SUBJECT:** Approval of Recommendations for Tobacco Master Settlement Agreement (MSA) Grant Awards

---

### **RECOMMENDATION**

Approve recommendations for Tobacco Master Settlement Agreement (MSA) grant awards to support community health. (Fiscal Impact, \$5,000,000 Expense; General Fund; Tobacco Master Settlement Division; Budgeted; Discretionary)

### **BACKGROUND**

For over two decades, the Board of Supervisors has committed to making MSA funds the County receives available for grant awards to support community health. The responsibility of the MSA grant process is assigned to Health and Human Services Agency (HHSA), although the funds reside in the Napa County general government services operating budget. Each MSA grant cycle, staff recommends and carries out a process that enables the County to target MSA funds on specific areas of safety-net services to help mitigate the impacts felt by those most vulnerable in our community.

Concurrent with the opening of this year's MSA process, Napa County HHSA recently completed its Community Health Assessment (CHA) and sponsored the Napa Older Adults Assessment (NOAA), which staff determined provided a unique opportunity to align MSA funding to address priorities that emerged through those assessments. As was shared with the Board on April 23, 2024, the projects and services funded by MSA will become the strategies for our 3-year Community Health Improvement Plan (CHIP) addressing four priorities identified in the CHA and NOAA including Access to Health Services (including Fall Prevention), Housing, Economic Stability (including Food Security and Transportation), and Race Equity & LGBTQ Inclusion. To maximize and leverage funding strategically, HHSA intends to develop strategies for the fifth area in the CHA and NOAA, Behavioral Health, instead using Mental Health Services Act (MHSA) and Opioid Settlement Funds (OSF), thereby making more funding available across multiple sources.

Turning to the MSA grant process, the Board made \$5M in MSA funds available over a 3-year period (FY 24/25 to FY 26/27). The County received 27 grant applications totaling approximately \$12.6M in requested

funding which is \$7.6M more in requested funding than is available, making this the most competitive award process to date. The MSA grant review panel thoughtfully reviewed and scored this unprecedented number of applications with the goal of recommending proposals that most effectively operationalized the priority areas identified in our CHA and NOAA.

To stay within the available \$5M and fund as many efforts and organizations as possible, recommended funding is 50%, 70% or 95% of the amounts requested depending upon scores. Accordingly, the list of the 17 organizations, proposals, and recommended award amounts are set forth in Exhibit A. Since we received \$7.6M more in requested funding than we have available, please see Exhibit B for a list of the 10 applications that could not be recommended for funding by the review panel. In addition to these newly recommended 17 awards totaling \$5M, last year the BOS approved multi-year MSA contracts that continue into FY 24/25 and 25/26 funding a host of organizations and programs amounting to another \$1.8M in existing commitments. For context, staff will also provide the Board with information about the MHSA and OSF Requests for Proposals for a complete picture of how other funding is collectively being applied to operationalize our CHIP.

Staff recommends the Board of Supervisors consider approving the 17 MSA grant awards set forth in Exhibit A. If the Board approves of the recommendations, staff will return to the Board in July with written agreements that formalize these proposals and deliverables charting the course for our CHIP.

#### Procedural Requirements:

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item

#### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                                                                  |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                                                                  |
| Where is it budgeted?             | Revenue and expenses are budgeted within the General Fund for MSA Funds.                                                                                                                                                                             |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                        |
| Discretionary Justification:      | Approval of the requested action is discretionary because there is no mandate to distribute MSA for specific purposes or to specific entities. The award of these funds to community providers is in accordance with the Board's direction to staff. |
| Is the general fund affected?     | Yes                                                                                                                                                                                                                                                  |
| Future fiscal impact:             | MSA will be allocated for Fiscal Year 2024-2025 and the following two fiscal years.                                                                                                                                                                  |
| Consequences if not approved:     | Master Settlement Agreement grant awards will not be distributed to non-profit grant applicants.                                                                                                                                                     |



**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.

**Exhibit A**  
**MSA Funding Recommendations**

| #  | Organization                                           | Name of Proposed Program or Service                                                                                         | Funding Requested         | Funding Recommendation    |
|----|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|
| 1  | CommuniCare OLE Health                                 | Dental Access Program                                                                                                       | \$618,540                 | <b>\$309,270</b>          |
| 2  | Community Action of Napa Valley (CANV)                 | Food Bank & Meals on Wheels                                                                                                 | \$600,000                 | <b>\$300,000</b>          |
| 3  | Community Resources for Children                       | Delivering Economic Stability for Childcare Providers and the Working Families they Serve                                   | \$649,757                 | <b>\$454,830</b>          |
| 4  | Downtown Napa Farmers Market                           | Nourishing Connections: Napa County Food Security Coalition Local Food Systems Initiative                                   | \$348,911                 | <b>\$244,238</b>          |
| 5  | Feeding It Forward, Inc.                               | Fighting Food Insecurity through Food Recovery                                                                              | \$658,550                 | <b>\$460,985</b>          |
| 6  | Greater Napa Valley Fair Housing Center                | Displacement and Homelessness Prevention                                                                                    | \$475,000                 | <b>\$237,500</b>          |
| 7  | Molly's Angels                                         | Molly's Angels Transportation                                                                                               | \$438,783                 | <b>\$307,148</b>          |
| 8  | Napa Valley Child Advocacy Network Inc (ParentsCAN)    | Family Stability Program                                                                                                    | \$247,519                 | <b>\$173,263</b>          |
| 9  | Napa Valley Community Organizations Active in Disaster | Cultivating Connections: Creating a Community Liaison Program and Cultural Hubs to Promote Language Inclusion and Belonging | \$364,236                 | <b>\$254,965</b>          |
| 10 | Napa Valley Education Foundation                       | Newcomers Pathway Program                                                                                                   | \$510,000                 | <b>\$255,000</b>          |
| 11 | NEWS                                                   | Domestic Violence Housing First                                                                                             | \$750,000                 | <b>\$525,000</b>          |
| 12 | On The Move                                            | LGBTQ School Support Program                                                                                                | \$375,553                 | <b>\$356,775</b>          |
| 13 | On The Move                                            | Napa Housing Stabilization Program                                                                                          | \$374,410                 | <b>\$187,205</b>          |
| 14 | Providence Community Health Foundation Napa Valley     | Napa County Information & Assistance Program                                                                                | \$750,000                 | <b>\$375,000</b>          |
| 15 | Puertas Abiertas Community Resource Center             | Feeding Our Families: Napa Farmers Market Fruit and Veggies Bucks (FVB)                                                     | \$60,000                  | <b>\$57,000</b>           |
| 16 | Share the Care Napa Valley                             | Yvonne's Front Porch Resource Advocate Role and Transitional Fall Prevention                                                | \$225,000                 | <b>\$157,500</b>          |
| 17 | Up Valley Family Centers of Napa County                | Increasing Housing Stability and Preventing Homelessness in UpValley                                                        | \$491,500                 | <b>\$344,050</b>          |
|    | <b>Total Funding</b>                                   |                                                                                                                             | <u><b>\$7,937,759</b></u> | <u><b>\$4,999,730</b></u> |

**Exhibit B**  
**MSA Funding Not Recommended**

| #  | Organization                                    | Name of Proposed Program or Service                                                                           | Funding Requested         |
|----|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|
| 1  | 10,000 Degrees                                  | Breaking the cycle of poverty for Napa students from low-income backgrounds (Napa College Access and Success) | \$750,000                 |
| 2  | Bay Area Legal Aid                              | Napa Housing Legal Services                                                                                   | \$750,000                 |
| 3  | Catholic Charities of the Diocese of Santa Rosa | Imola Permanent Supportive Housing                                                                            | \$223,617                 |
| 4  | Community Resources for Children                | Rainbow Family League and Rainbow Kits                                                                        | \$99,237                  |
| 5  | Cope Family Center                              | Improving Care and Navigation (ICAN)                                                                          | \$750,000                 |
| 6  | Immigration Institute of the Bay Area           | Immigration Services Promoting Health Equity                                                                  | \$750,000                 |
| 7  | Mentis                                          | Healthy Minds, Healthy Aging                                                                                  | \$411,063                 |
| 8  | Saint Helena Hospital Foundation                | Pathways to Wellness: Bridging Health and Nutrition                                                           | \$750,000                 |
| 9  | The Sex Ed Justice Project                      | Sexual Health Education and Teacher Assessment                                                                | \$45,000                  |
| 10 | Via Heart Project                               | Napa County Schools Heart Safe AED Placement/Replacement Project                                              | \$113,325                 |
|    | <b>Total</b>                                    |                                                                                                               | <b><u>\$4,642,242</u></b> |



# 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:** 6/4/2024

**File ID #:** 24-379

---

**TO:** Board of Supervisors

**FROM:** Jennifer Palmer, Director of Housing and Homeless Services

**REPORT BY:** Alex Carrasco, Staff Services Analyst

**SUBJECT:** Public Hearing and Consideration of a Resolution to Impose Assessments for Fiscal Year 2024-25 for County Service Area No. 4 (CSA 4) - Farmworker Housing

---

### **RECOMMENDATION**

#### **PUBLIC HEARING - County Service Area No. 4 Assessment**

Conduct a public hearing to consider any objections or protests with respect to the proposed assessment for Fiscal Year 2024-25 and adopt a resolution authorizing and levying assessments for Fiscal Year 2024-25 on qualifying property owners in the amount of \$14 per planted acre. (Fiscal Impact: \$663,614 Revenue; County Service Area No. 4 Fund, Budgeted, Discretionary)

### **BACKGROUND**

In 2002, the Board of Supervisors created County Service No. 4 (CSA 4) to provide funding for farmworker housing programs. Funding is achieved for the programs through the imposition and collection of assessments ("Assessments") on parcels of real property in CSA 4 containing one or more planted vineyard acres that receive special benefits from the services rendered by farmworkers who are housed through this program. In 2022, affected property owners authorized and extended the CSA 4 program and the imposition of Assessments for a five-year period through Fiscal Year 2026-2027. Five years is the maximum period of time the Assessments for CSA 4 can be imposed without obtaining qualifying property owners' consent to a reauthorization of the Assessments for an additional five-year period.

On May 7, 2024, the Board adopted Resolution No. 2024-42 (NCHA), which accepted the Engineer's Report for CSA 4 dated April 17, 2024 ("Report"). The Report includes a description of each parcel of real property benefitting from CSA 4 services and the amount of the Assessment for such parcel computed in conformity

with County Service Area law and Napa County Code sections 3.12.030 and 3.12.040. The Board's resolution set the public hearing on this matter for June 4, 2024, at 9:00 a.m. and directed the Clerk of the Board to cause requisite notice of the public hearing to be published, which the Clerk has done.

The current Assessment imposed on qualifying property owners is \$13.00 per planted acre per year. The proposed Fiscal Year 2024-2025 budget recommends a \$14 assessment per planted vineyard acre, as anticipated in the Engineer's Report issued when affected property owners voted on continuing the assessments in 2022. The maximum authorized assessment is \$15 per planted acre.

## PROCEDURAL REQUIREMENTS

1. Open Public Hearing for levying of assessments
2. Staff Reports
3. Public Comments
4. Close Public Hearing
5. Motion, Second, Discussion, and Vote to Adopt the resolution levying assessments.

## FISCAL & STRATEGIC PLAN IMPACT

|                                   |                                                                                                                                                                                                                                                  |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is there a Fiscal Impact?         | Yes                                                                                                                                                                                                                                              |
| Is it currently budgeted?         | Yes                                                                                                                                                                                                                                              |
| Where is it budgeted?             | County Service Area No. 4                                                                                                                                                                                                                        |
| Is it Mandatory or Discretionary? | Discretionary                                                                                                                                                                                                                                    |
| Discretionary Justification:      | On May 7, 2024, the Board approved a resolution accepting the Engineer's Report and setting the public hearing for June 4, 2024, to hear protests of the proposed Assessment. Today's public hearing and requested action complete this process. |
| Is the general fund affected?     | No                                                                                                                                                                                                                                               |
| Future fiscal impact:             | None                                                                                                                                                                                                                                             |
| Consequences if not approved:     | If the Assessments are not levied, CSA 4 will not have Assessment income for Fiscal Year 2024-25 and the farmworker housing program will not have funding necessary for its continuation.                                                        |

## 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. 2024-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, AUTHORIZING AND LEVYING  
ASSESSMENTS FOR THE PROVISION OF FARMWORKER HOUSING  
WITHIN COUNTY SERVICE AREA NO. 4 FOR FISCAL YEAR 2024-2025**

**WHEREAS**, in 2002 the Board of Supervisors of Napa County (“the Board”) formed County Service Area No. 4 (“CSA No. 4”) pursuant to Government Code section 25210 et seq. (“County Service Area Law”), as a mechanism for providing certain miscellaneous extended services pertaining to farmworker housing in Napa County; and

**WHEREAS**, the miscellaneous extended services (collectively “Services”) which may be provided by CSA No. 4 include any or all of the following:

- (1) Acquiring farmworker housing;
- (2) Building farmworker housing;
- (3) Leasing farmworker housing; and
- (4) Providing maintenance or operations for farmworker housing owned or leased by a public agency whose principal purpose is to develop or facilitate the development of farmworker housing in Napa County; and

**WHEREAS**, the Board desires to continue to provide the Services in CSA No. 4 during fiscal year 2024-2025 and to fund such Services through the assessment rate methodology and special benefit analysis approved in an election held in 2022 by the owners of the parcels of real property in CSA No. 4 containing one or more acres of planted vineyard, pursuant to the requirements of Article XIII D, section 4 of the California Constitution (“Prop. 218”); and

**WHEREAS**, pursuant to the County Service Area Law and Napa County Code section 3.12.040, at the request of the Board, a registered professional engineer certified by the State of California prepared a written Engineer’s report (“Report”) which contains all of the information required for such Report by the County Service Area Law and Chapter 3.12 of the Napa County Code and sets forth the individual assessments for the affected properties necessary to fund the extended services to be provided in fiscal year 2024-2025, and which the Board accepted for filing by resolution adopted on May 7, 2024; and

**WHEREAS**, in accordance with Napa County Code section 3.12.040, upon the filing of the Report with the Clerk of the Board, the Clerk of the Board fixed 9:00 a.m. on June 4, 2024, in the Board of Supervisors’ Meeting Room, Suite 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California 94559 as the time, date and place for public hearing where any interested person shall be permitted to present written or oral testimony regarding the content and accuracy of the Report, and express support or opposition to the proposed assessments; and

**WHEREAS**, the Clerk of the Board published notice of the public hearing at least once a week for two successive weeks in a newspaper of general circulation published in Napa County, as provided in Government Code section 6066; and

**WHEREAS**, further notice is not required by Prop. 218 because the proposed assessments for fiscal year 2024-2025 are calculated using the same rate and benefit methodology as that approved by the voters in 2022, and because the voters approved increases in the assessments of up to \$15 per planted acre per year, and because the proposed assessments for fiscal year 2024-2025 of \$14 per planted acre are therefore not considered by Government Code section 53750 to be “increased” or “new” assessments as that term is used in Prop. 218; and

**WHEREAS**, on June 4, 2024, at the time and place noted above, the Board held a public hearing at which the Board heard and considered public testimony regarding the content and accuracy of the Report, and statements in support or opposition to the proposed Assessments, if any; and

**WHEREAS**, the Board, having considered the Report and all of the information submitted by the public, believes it is in the best interests of CSA No. 4 and the affected property owners to levy for fiscal year 2024-2025 the assessments as calculated in the Report;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Board hereby finds and determines that the above recitals are true and correct.
2. Pursuant to Napa County Code section 3.12.040(C), the Board hereby confirms the contents and recommendations of the Report; levies an assessment in the amount of \$14.00 per planted vineyard acre for those qualifying properties within County Service Area No. 4 for fiscal year 2024-2025 as set forth in the Report; and orders collection of the assessments in conformance with Chapter 3.12 of the Napa County Code.
3. In accordance with Napa County Code section 3.12.050, each assessment levied under Paragraph (2) of this Resolution, above, shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, and shall thereafter be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes.

*[remainder of page intentionally 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 4th day of June, 2024 by the following vote:

|          |             |       |
|----------|-------------|-------|
| AYES:    | SUPERVISORS | _____ |
|          |             | _____ |
| NOES:    | SUPERVISORS | _____ |
| ABSTAIN: | SUPERVISORS | _____ |
| ABSENT:  | SUPERVISORS | _____ |

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 JOELLE GALLAGHER, Chair of the  
 Board of Supervisors

|                                                                                                                                                                         |                                                                                                                                |                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <u>Thomas C. Zeleny</u><br>Chief Deputy County Counsel<br><br>Date: <u>May 9, 2024</u><br>PL Doc. No. 114394 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By: _____<br><br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|



# 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:** 6/4/2024

**File ID #:** 24-749

**TO:** Board of Supervisors

**FROM:** Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures

**REPORT BY:** Jaspreet Faller - Staff Services Analyst II

**SUBJECT:** Public Hearing to Consider any Objections or Protests, and to Adopt a Resolution Imposing Assessments on Behalf of the Napa County Winegrape Pest and Disease Control District

### **RECOMMENDATION**

PUBLIC HEARING - Napa County Winegrape Pest and Disease Control District (District)

Conduct a public hearing to consider any objections or protests with respect to the assessments proposed for the District for FY24-25 and adopt a Resolution authorizing and levying assessments for FY24-25 on qualifying properties. (Fiscal Impact: \$395,000; Revenue; General Fund, Fund 1000, Agricultural Commissioner Division 16000; Budgeted; Discretionary)

### **BACKGROUND**

In August 2002, the Napa County Winegrape Pest and Disease Control District (District) obtained authorization from owners of property containing one or more acres of planted vineyards ("qualifying property owners") to levy an assessment of up to \$20 per acre to fund the detection, prevention, and treatment of the Glassy-winged Sharpshooter and Pierce's Disease through partially funding the Napa County Glassy-winged Sharpshooter work plan.

In 2006, qualifying property owners voted to expand the scope of the District to include activities to control other winegrape pests in addition to Glassy-winged Sharpshooter and Pierce's Disease. Currently the District collects assessments for funding a Vine Mealybug control program, an Enhanced Detection Trapping/Research program, as well as a portion of the Glassy-winged Sharpshooter prevention and detection program, UCCE research, and outreach and education.

In 2022, the district was reauthorized for an additional five years until March 26, 2027. Each year, an

Engineer's Report is prepared to verify parcels with vineyard acreage subject to the assessment, ownership information and the amount of the assessment for each parcel.

The proposed assessments are based upon allocation of program costs over all properties subject to assessment within the District - approximately 47,401 acres - which varies slightly from year to year. The FY2024-25 Engineer's Report recommends the levy of an assessment in the amount of \$568,812 for a per acre assessment of \$12.00.

Assessment funds that are collected are placed into a special revenue fund and disbursed by the Pest District Board of Directors. A fiscal year end trust account balance of approximately \$51,975 from FY2023-24 will result in a total funds available in the amount of \$620,787 for FY2024-25 which is the revenue amount used in the District's budget.

The total estimated cost for the Agricultural Commissioner to implement the FY2024-25 Napa County GWSS workplans, the Vine Mealybug program, Enhanced Detection program and outreach is \$945,750 with direct funding coming from the Department of Food & Agriculture (\$180,000), the County (\$255,750), and the proposed assessments (\$510,000).

Requested Action:

1. Open Public Hearing to consider any objections or protests with respect to the assessments proposed for the District for Fiscal Year 2024-25; and
2. Close Public Hearing and adopt a resolution authorizing the levying assessments for Fiscal Year 2024-25 on qualifying properties in the District.

**FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                           |
|-----------------------------------|---------------------------|
| Is there a Fiscal Impact?         | Yes                       |
| Is it currently budgeted?         | Yes                       |
| Where is it budgeted?             | Agricultural Commissioner |
| Is it Mandatory or Discretionary? | Discretionary             |

## Discretionary Justification:

The revenue from the assessments is used in combination with State funding and the County General Fund as a part of a financial partnership developed to prevent Pierce's Disease and the spread of the Glassy-winged Sharpshooter and other winegrape pests. Program activities include the placement and inspection of traps; inspection of all incoming plant shipments; release of biological control, and education and outreach.

## Is the general fund affected?

Yes

## Future fiscal impact:

While there is no direct future fiscal impact beyond FY2024-25, it is anticipated that the District will continue to participate in a financial partnership, for the activities related to the Glassy-winged Sharpshooter, Vine Mealybug and other potential pests and diseases of winegrapes.

## Consequences if not approved:

If this item is not approved, there would be a decrease in the level of service for these programs, a higher risk of establishment of Glassy-winged Sharpshooter and the spread of Pierce's Disease, an increase in the spread of Vine Mealybug, and possible damage from other pests and diseases of winegrapes in Napa County.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The formation of the District and original imposition of assessments was analyzed in a Negative Declaration adopted March 2002, and the instant activity is further statutorily exempt from CEQA pursuant to 14 California Code of Regulations 15273 (State CEQA Guidelines) in that the assessments are utilized to assist in funding the Agricultural Commissioner's programs related to winegrape pests and diseases.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AUTHORIZING AND LEVYING ASSESSMENTS FOR THE NAPA COUNTY WINEGRAPE PEST AND DISEASE CONTROL DISTRICT FOR THE 2024/2025 FISCAL YEAR**

**WHEREAS**, in 2002, the Board of Supervisors of Napa County ("the Board"), formed the Napa County Winegrape Pest and Disease Control District (the "District") pursuant to Food and Agricultural Code sections 6293 et seq., as a mechanism for providing funding for inspection, detection, prevention and education concerning Pierce's disease spread by the Glassy-winged sharpshooter; and

**WHEREAS**, in 2006, qualifying property owners and the Board voted to expand the scope of the District to include diseases and pests affecting wine grapes other than Pierce's disease and Glassy-winged sharpshooter; and

**WHEREAS**, the Board desires to continue to provide for the activities of the District during the 2024/2025 fiscal year and to continue to fund such services through the assessment rate methodology and special benefit analysis approved in 2006 by the Board and approved by the owners of the parcels of real property within the District containing one or more acres of planted vineyard, pursuant to the requirements of Article XIII D of the California Constitution; and

**WHEREAS**, pursuant to Food and Agricultural Code sections 6293 et seq. and Napa County Code section 3.54.040, a written Engineer's Report ("Report") was prepared at the request of the Board, by a registered professional engineer certified by the State of California, that contains all the information required for such Report by Chapter 3.54 of the Napa County Code and that sets forth the individual assessments for the affected properties necessary to fund the activities of the District for fiscal year 2024/2025; and

**WHEREAS**, in accordance with Napa County Code section 3.54.040, upon the filing of the Report with the Clerk of the Board, the Clerk of the Board fixed June 4, 2024, at 9:00 a.m. in the Board of Supervisors' Meeting Room, Suite 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California 94559, as the time, date, and place for public hearing on the Report and for the filing of any objections or protests thereto; and

**WHEREAS**, the Clerk of the Board published notice of the public hearing at least once a week for two successive weeks in a newspaper of general circulation published in Napa County, as provided in Government Code section 6066; and

**WHEREAS**, further notice is not required by Prop. 218 because the proposed assessments are calculated using the same rate and benefit methodology as that approved by property owners in 2006 and are therefore not considered, under Government Code section

53750 and Napa County Code section 3.54.010 to be “increased” or “new” assessments as that term is used in Prop. 218; and

**WHEREAS**, on June 4, 2024, at the time and place noted above, the Board held a public hearing at which the Board heard and considered all objections and protests filed with respect to imposition of the assessments proposed in the Report; and

**WHEREAS**, the Board, having considered the Report and all the information submitted by the public, believes it is in the best interests of the District, and the affected property owners to levy for fiscal year 2024/2025 the assessments as calculated in the Report.

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Board hereby finds and determines that the above recitals are true and correct.
2. Pursuant to Napa County Code section 3.54.040(C), the Board hereby confirms the contents and recommendations of the Report; levies an assessment in the amount of \$12.00 per planted vineyard acre for those qualifying properties within Napa County Winegrape Pest and Disease Control District for fiscal year 2024/2025 as more particularly set forth in the Engineer’s Report dated May 3, 2024; and orders collection of the assessments in conformance with Chapter 3.54 of the Napa County Code.
3. In accordance with Napa County Code section 3.54.050, each assessment levied under (2), above, shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, and shall thereafter be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

The foregoing resolution was duly and regularly adopted at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 4th day of June, 2024, by the following vote:

AYES: SUPERVISORS: \_\_\_\_\_

\_\_\_\_\_

NOES: SUPERVISORS: \_\_\_\_\_

ABSTAIN: SUPERVISORS: \_\_\_\_\_

ABSENT: SUPERVISORS: \_\_\_\_\_

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair of the Board of Supervisors

|                                                                                                                                                                    |                                                                                    |                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i><br/>Deputy County Counsel</p> <p>Date: April 18, 2024<br/>Doc. 113332</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed by: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 6/4/2024

**File ID #:** 24-970

---

**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** PUBLIC EMPLOYEE APPOINTMENT

---

### **RECOMMENDATION**

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))

Title: Public Defender





# 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:** 6/4/2024

**File ID #:** 24-984

**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** CONFERENCE WITH REAL PROPERTY NEGOTIATOR

### **RECOMMENDATION**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)

Property: Real property adjacent to intersection of Devlin Road and Soscol Ferry Road (1011 Soscol Ferry Road, APN 057-170-004; 110 Devlin Road, APN 057-170-015; no address, APN 057-170-016)

Agency Negotiator: Steven Lederer, Public Works Director

Negotiating Parties: Napa County and Samer Daoud Ishaq et al.

Under Negotiation: [X] Price [X] Terms of Payment

### **BACKGROUND**

Click or tap here to enter text.

### **FISCAL & STRATEGIC PLAN IMPACT**

|                                   |                                  |
|-----------------------------------|----------------------------------|
| Is there a Fiscal Impact?         | Choose an item.                  |
| Is it currently budgeted?         | Choose an item.                  |
| Where is it budgeted?             | Click or tap here to enter text. |
| Is it Mandatory or Discretionary? | Choose an item.                  |
| Discretionary Justification:      | Click or tap here to enter text. |
| Is the general fund affected?     | Choose an item.                  |
| Future fiscal impact:             | Click or tap here to enter text. |

Consequences if not approved:  
Additional Information

Click or tap here to enter text.  
Click or tap here to enter text.

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Click or tap here to enter text.