Napa County

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

Agenda - Final

Tuesday, August 19, 2025
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

www.countyofnapa.org

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

ON A MATTER ON THE AGENDA

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

ON A MATTER NOT ON THE AGENDA

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

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

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

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

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

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

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

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

1. Call the Board of Supervisors Public Comment Line at 707-299-1776 during the item on which you want to speak. Comments will be limited to three minutes, subject to the discretion of the Chair. If you cannot make the meeting, you may leave a comment by voice mail by calling the Public Comment Line before or after the meeting.

2. Email your comment to publiccomment@countyofnapa.org 24 hours in advance of the meeting to ensure that your comment will be shared with all members of the Board of Supervisors.

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **25-235**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

5. CONSENT CALENDAR

Auditor-Controller

A. Adopt a Resolution to authorize the issuance of the Fiscal Year 2024-25 promissory note for delinquent secured taxes and the continuance of the Teeter Plan for Fiscal Year 2025-26. (Fiscal Impact: Increased Revenue; Various Funds; Budgeted; Mandatory) **25-1463**

Attachments: Resolution
Attachment A

B. Accept and file a report summarizing the countywide review of 2024 overtime compensation. (No Fiscal Impact) **25-1478**

Attachments: Report

Clerk of the Board

C. Approval of minutes from the August 5, 2025 regular meeting. (No Fiscal Impact) **25-95**

Attachments: August 5, 2025

D. Appoint James (Bud) E. Gardner to the Monticello Public Cemetery District Advisory Committee with term of office to commence immediately and expire on December 31, 2029. (No Fiscal Impact) **25-1464**

Attachments: Gardner Application
Letter of Recommendation

County Executive Office

E. Approve and authorize out of country travel for Chief Executive Officer Ryan J. Alsop; Board Chair Anne Cottrell; Board Vice-Chair Amber Manfree; and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2025 Conference in Bordeaux, France from November 1-7, 2025 for a cost not to exceed $25,000. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary) **25-1430**

F. Approve and authorize Agreement No. 260110B with Napa County Local Agency Formation Commission to provide support services at **25-1434**

cost. (Fiscal Impact: $40,000 Revenue; General Fund and ITS Fund; Budgeted; Discretionary)

Attachments: Agreement

County Fire Department

G. Approve a waiver of competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus to purchase two Type II Engines, due to technical compatibility requirements. (Fiscal Impact: $1,795,000 Expense; Fire Fund; Budgeted; Discretionary) **25-1428**

H. Approve and authorize Memorandum of Agreement No. 260105B with the Napa County Airport and Napa County Fire Department for the lease of an unused hangar at 2500 Airport Road to use as a temporary fleet maintenance facility. (Fiscal Impact: $129,740 Expense; Fire Fund; Budgeted; Discretionary) **25-1446**

Attachments: Agreement

Health and Human Services Agency

I. Approve and authorize Agreement No. 260055B with On The Move, Inc., for the term Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $50,000 per fiscal year to provide On-the-Job Training opportunities to qualified participants enrolled in the County's Health and Human Services Agency Self Sufficiency Services work experience program. (Fiscal Impact: $50,000 Expense, Health and Human Services Agency Fund; Budgeted; Discretionary) **25-1285**

Attachments: Agreement

J. Approve and authorize Agreement No. 260075B with Abode Services for the term upon approval through June 30, 2027 for a contract maximum of $573,373 per fiscal year to provide clients enrolled in Mental Health Plan and Drug Medi-Cal Organized Delivery System programs with housing support services to help sustain treatment, recovery, and wellness. (Fiscal Impact: $573,373 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **25-1322**

Attachments: Agreement

K. Approve and authorize Agreement No. 260077B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of a zero-dollar Mental Health Plan agreement that allows the County to bill Medi-Cal for specialty mental health services. (No Fiscal Impact) **25-1362**

Attachments: Agreement

Housing & Community Services

L. Approve and authorize Amendment No. 11 to Agreement No. 170374B with HomeBase, with no increase to the contract maximum for the term July 1, 2025 through June 30, 2026, and each auto renewal thereafter, for the provision of consulting services and technical assistance in the development of grant applications and homeless services system administration. (Fiscal Impact: $194,000 Expense; Housing & Community Services Fund; Budgeted; Discretionary) **25-1175**

Attachments: Agreement

Human Resources – Division of CEO's Office

M. Adopt a Resolution to amend the Departmental Allocation List for the Probation Department, effective August 19, 2025, and approve a Budget Amendment. (Fiscal Impact: $225,000 Expense; General Fund - Federal Grant; Not Budgeted; Discretionary) **25-1416**

Attachments: Resolution

Information Technology Services – Division of CEO's Office

N. Approve sole source award, and approve and authorize Agreement No. 260083B with AMS.NET for the purchase of telephone system software for a five-year term and an annual cost of $7,992. (Fiscal Impact: $7,992 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-1347**

Attachments: Agreement

Napa County Housing Authority

O. Approve and authorize covenants to participate in the Low-Income Weatherization Program. (No Fiscal Impact; Discretionary) **25-1442**

Attachments: River Ranch LIWP Covenant
Mondavi LIWP Covenant
Calistoga LIWP Covenant

Probation

P. Approve and authorize Agreement No 260054B with the City of Napa to allow Probation sworn personnel to use its shooting range. (Fiscal Impact: $48,000 Expense; General Fund; Budgeted; Discretionary) **25-1224**

Attachments: Agreement

Public Works

Q. Approve and authorize creation of Capital Improvement Project 25051, "Hangar A Row Roof Construction Project" PW26-07; award Construction Contract to Zivko Corporation, Inc. dba Metal Building Company of Oakland, CA for their low base bid and bid alternate of $425,816; and approve an associated Budget Amendment. (Fiscal impact: $577,942 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1240**
[4/5 vote required]

Attachments: Bid Results
Budget Summary

R. Authorization to maintain existing rates that were previously made effective October 1, 2024, for the residential and commercial operational cost associated with the collection of solid waste, recyclables, green waste, and food waste applicable to the Unincorporated Area of Garbage Zone One, a service which is provided by Napa County Recycling and Waste Services, LLC. (No Fiscal Impact) **25-1375**

Attachments: Zone 1 Rates
Zone 1 Map

S. Adopt a Resolution approving Measure U Master Agreement No. 260112B between the County of Napa and the Napa Valley Transportation Authority - Tax Agency. (Fiscal Impact: Approximately $10 million/year Revenue; Measure U Special Revenue Fund; Budgeted; Discretionary) **25-1385**

Attachments: Resolution
Measure U Master Agreement

T. Approve and authorize Agreement No. 250450B with Amizetta Winery and Agreement No. 250451B with Quarry Vineyards, LP; authorize contract change orders to construction contract 250460B with Team Ghilotti, Inc.; and approve a Budget Amendment for the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06. (Fiscal Impact $2,661,434 Expense; Measure U Non-Operating Special Revenue Fund, Capital Improvement Projects Fund, and Winery Contributions; Not Budgeted; Discretionary) **25-1424**

[4/5 vote required]

Attachments: Amizetta Winery Agreement
Quarry Vineyards Agreement
Budget Summary

U. Award of Construction Contract to American River Construction, Inc. of Folsom, CA in the amount of $2,820,000 for the "CSU Children's Services Expansion," PW 24-15; and approve a Budget Amendment. (Fiscal Impact: $3,807,356 Expense; Health and Human Services Agency Fund; Not Budgeted; Discretionary) **25-1429**
[4/5 vote required]

Attachments: Bid Results
Budget Summary

V. Approve and authorize Amendment No.1 to Agreement No. 250309B with Mead & Hunt, Inc. increasing the maximum compensation from $71,432 to $80,700 for project design services related to Project 25025 "Runway 6-24 PCC Joint Rehabilitation Project"; and approve an associated Budget Amendment to fund the added design costs and an additional $10,000 for administration costs. (Fiscal Impact $19,268 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1433**
[4/5 vote required]

Attachments: Agreement
Budget Summary

W. Approval of Plans and Specifications for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project", PW 25-46; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1435**

X. Approve and authorize creation of Capital Improvement Project 25049 "Pueblo Area Ditch Project," RDS 25-36 and approve a Budget Amendment. (Fiscal Impact: $55,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) **25-1439**
[4/5 vote required]

Attachments: Budget Summary

Y. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) **25-1440**

[4/5 vote required]

Z. Approve a report of emergency Public Works actions to establish the Mt. St. Helena Communications Tower emergency generator replacement project as authorized by Resolution No. 2015-37; determine that based on the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code section 22050; and approve and authorize the emergency construction contract with Peterson Power Systems, Inc. of Santa Rosa, CA. (Fiscal Impact: $145,313 Expense; Capital Projects Fund; Budgeted; Discretionary) **25-1445**
[4/5 vote required]

AA. Approve a Budget Amendment for the Wild Horse Valley Road, Berryessa Knoxville Road and Hardin Road Maintenance Overlay Projects. (Fiscal Impact: $1,425,000 Expense; PG&E Settlement, Garbage Zone 1 Funds, UVDS Franchise Fee; Not Budgeted; Discretionary) **25-1454**
[4/5 vote required]

AB. Authorize contract change orders to Agreement No. 250427B with Coral Construction Company for the "2025 Annual Guardrail Repair, RDS 25-04" project. (Fiscal Impact: $37,213 Expense; SB-1 Non-Operating Special Revenue Fund; Budgeted; Discretionary) **25-1495**
[4/5 vote required]

Attachments: Budget Summary

Sheriff

AC. Approve and authorize declared Capital Asset Nos. 101785, 101786, 101787, shower trailers, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: Increased Revenue; General Fund; Budgeted; Discretionary) [4/5 vote required] **25-1114**

Silverado Community Services District

AD. Approve and authorize Amendment No. 3 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc. for a term date through June 30, 2027, with no change to the scope or maximum compensation. (No Fiscal Impact) **25-1367**

Attachments: Agreement

6. 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)

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. PUBLIC HEARINGS

Human Resources – Division of CEO's Office

A. Introduction and intention to adopt an ordinance amending Napa County's contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) for unrepresented employees. (No Fiscal Impact) **25-1394**

Attachments: Ordinance
Exhibit A

In-Home Supportive Services Public Authority of Napa County

B. Adopt a Resolution amending the In-Home Supportive Services Public Authority Conflict of Interest Code. (No Fiscal Impact; Discretionary) **25-1221**

Attachments: Resolution

Public Works

C. Adopt a Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining a right of way for a public trail; and approve and authorize Management Agreement No. 8700 with Napa County Regional Park and Open Space District to operate the retained public trail easement. (No Fiscal Impact) **25-829**

STAFF REQUESTS A CONTINUANCE TO SEPTEMBER 23, 2025 AT 9:00 AM.

Attachments: Resolution
Agreement

County Executive Office

D. Convene a community forum pursuant to the state Transparent Review of Unjust Transfers and Holds Act (TRUTH Act), which calls for counties to hold annual public forums explaining how County law enforcement worked with Immigration and Customs Enforcement representatives. (No Fiscal Impact) **25-1264**

Attachments: Report

Planning, Building and Environmental Services (PBES)

E. Conduct a public hearing to consider the Planning Commission's recommendation from July 16, 2025 to find the proposed General Plan and Zoning Code Update implements the programs and policies of the ALUCP, is within the scope of the activities and impacts identified and analyzed in the ALUCP's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects have been found, and no new mitigation is necessary; adopt a Resolution to amend the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan; and adopt an Ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024 by the Airport Land Use Commission (ALUC). (No Fiscal Impact) **25-1481**

Attachments: ALUCP Initial Study - Negative Declaration
Planning Commission Resolution - Recommendation to the Board of Supervisors
Resolution
Resolution Exhibit A – Proposed Text Amendments and Maps to the General Plan
Ordinance - Red Lined
Ordinance - Clean

10. ADMINISTRATIVE ITEMS

Planning, Building and Environmental Services (PBES)

A. Adopt a Resolution to amend the Planning Commission Bylaws. (No Fiscal Impact) **25-1382**

Attachments: A. Adopted 2008 Bylaws
B. Bylaws - Planning Commission Bylaws - Proposed Redlines
C. Resolution & Planning Commission Bylaws - Clean
D. Board of Supervisors' Policies for Conducting Business
E. Public Comment

County Executive Office

B. Approve transmittal of the proposed response to the 2024-25 Grand Jury Report titled, "Behind the Curtain: Napa County Use Permit Process," to the Presiding Judge as prescribed by Section 933 of the Penal Code. (No Fiscal Impact) **25-1420**

Attachments: Report
Response
Response REDLINE

11. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa **25-1459**

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION **25-1504**
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): Claim of Circle Oaks Homes Assoc. received July 24, 2025; Claim of Darrel W. Harris received July 17, 2025; Claim of Thomas Falcon received July 14, 2025; and Claim of Christian W. Brix received July 25, 2025 (total 4 claims).

Attachments: Brix Claim
Circle Oaks Claim
Falcon Claim
Harris Claim

12. ADJOURNMENT

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

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, AUGUST 15, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-235

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

1195 THIRD STREET
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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1463

TO: Board of Supervisors

FROM: Tracy A. Schulze, Auditor-Controller

REPORT BY: Tracy A. Schulze, Auditor-Controller

SUBJECT: Teeter Plan Promissory Note for Fiscal Year 2024-25

RECOMMENDATION

Adopt a Resolution to authorize the issuance of the Fiscal Year 2024-25 promissory note for delinquent secured taxes and the continuance of the Teeter Plan for Fiscal Year 2025-26. (Fiscal Impact: Increased Revenue; Various Funds; Budgeted; Mandatory)

BACKGROUND

The Napa County Board of Supervisors adopted Resolution No. 93-79 on July 13, 1993 to approve and implement the alternative method of property tax allocation specified in Revenue and Taxation Code Sections 4701 et seq. known as the Teeter Plan.

The Teeter Plan requires the County to pay each participating taxing jurisdiction one hundred percent (100%) of all taxes due at the end of each fiscal year, to that entity, regardless of whether such taxes have been collected by the County or are delinquent. In return, the County assumes the debt and collects all penalties and interest on delinquent collections. Staff are estimating the collections will generate approximately $500,000 in penalties and interest, which is reflected in the County's General Fund budget. This item authorizes the promissory note for fiscal year 2024-25 and the continuance of the Teeter Plan for fiscal year 2025-26.

The implementation of the Teeter Plan involves:

1) establishing the minimum balance for the Tax Loss Reserve in accordance with Section 4703 or 4703.2,

2) the creation of a Teeter Repayment Fund, and

3) issuance and execution of a Promissory Note to fund the prepayment of taxes.

Tax Loss Reserve:

There are two methods of establishing the minimum balance for the Tax Loss Reserve outlined in Revenue and Taxation Code. Section 4703 requires maintaining a minimum balance of not less than 1% of the total of all taxes levied on the secure roll for the year. Section 4703.2 requires maintaining a minimum balance of not less than 25% of the total delinquent taxes for all participating entities at the end of the fiscal year.

After analysis of the two reserves methods outlined above, the recommendation is to follow Section 4703.2 which requires less of a reserve than Section 4703. The Tax Loss Reserve requirement for total delinquencies as of June 30, 2025 is $3,403,026.

New Fund:

The creation of a new fund is required to segregate each annual Teeter Note reserve and hold the note reserve of 3% for the duration of the note to mitigate negative impacts of roll corrections during the five-year period. The 2024-25 Note reserve will be maintained at $239,897.

Issuance of a Promissory Note:

Each year, a note must be issued to fund the payment of the prior year's delinquent taxes. The Auditor-Controller's Office has calculated the fiscal year 2024-25 delinquencies to be $7,996,552. The note is issued between the County of Napa and the County Treasurer and is structured to be paid within five years with the interest rates as stated.

The County's portion of the Teeter buyout consists of $1,311,851 for the General Fund, $153,766 for the Library Fund, and $222,605 for the Fire Fund.

Attached is the resolution to select the Revenue and Taxation Code Section 4703.2 method for calculating the minimum reserve and issuing the promissory note to fund the Teeter Plan delinquencies. Attachment A is also included and provides a breakdown of the Teeter distribution by Taxing jurisdiction.

Requested Action: Adoption of the Resolution authorizing the implementation and continuance of the Teeter Plan for fiscal year 2025-26 including the creation of a new reserve fund, authorize the issuance of a promissory note to fund payment of the fiscal year 2024-25 delinquent secured taxes, and authorize the Chair and the Clerk of the Board to sign said promissory note.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	The County and affected taxing entities will not receive their portions of the Teeter Buyout, reducing flexibility in available cash resources.

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 SELECTING THE REVENUE & TAXATION CODE SECTION 4703.2 METHOD FOR CALCULATING THE MINIMUM BALANCE THAT MUST EXIST IN THE TAX LOSSES RESERVE FUND UNDER THE "TEETER PLAN", APPROVING ISSUANCE OF A NOTE TO FUND PAYMENT OF CERTAIN DELINQUENT TAXES, AND AUTHORIZING THE CHAIR AND CLERK OF THE BOARD OF SUPERVISORS TO SIGN THE NOTE

WHEREAS, the Napa County Board of Supervisors (the "Board") adopted Resolution No. 93-79 on July 13, 1993, to approve and implement the alternative method of property tax allocation specified in Revenue and Taxation Code Sections 4701 *et seq*. (the "Teeter Plan") in Napa County; and

WHEREAS, use of the Teeter Plan requires the creation of a Tax Losses Reserve Fund ("Fund"); and

WHEREAS, the Board thereafter amended Resolution No. 93-79 by Resolution 94-36 to not include assessments in Napa County's implementation of the Teeter Plan; and

WHEREAS, pursuant to state law there are two methods of creating a Tax Losses Reserve Fund: the first method is described in Revenue and Taxation Code Section 4703 ("Section 4703 method") and the second method is described in Revenue and Taxation Code Section 4703.2 ("Section 4703.2 method"); and

WHEREAS, according to the Section 4703 method, the Fund must contain a minimum balance equal to 1% of the total of all taxes levied on the secured roll for the fiscal year involved for participating entities in the County before excess monies from the Fund can begin to accrue to the County's general fund, except prior to October 31st of any given fiscal year, the County may elect to use the alternate Section 4703.2 method for calculating the minimum balance of the Fund before the excess may be diverted for general fund uses; and

WHEREAS, according to the Section 4703.2 method, a minimum fund balance must be maintained in an amount not less than twenty-five percent (25%) of the total delinquent secured taxes for participating entities in the County as calculated at the end of the fiscal year; and

WHEREAS, Revenue and Taxation Code Section 4703.2(a) provides that once an election has been made to utilize the Section 4703.2 method of computing the minimum balance of the Fund, that method shall continue to be used unless the Board of Supervisors adopts a Resolution on or before October 31st of a fiscal year electing to compute the minimum balance to be maintained in the Fund in the manner set forth in Section 4703; and

WHEREAS, regardless of the method selected to compute the minimum balance that must be maintained in the Fund, the Teeter Plan requires the County to pay each participating taxing jurisdiction one hundred percent (100%) of all taxes due to that entity, regardless of whether such taxes have been collected by the County or are delinquent; and

WHEREAS, based upon the recommendation of the Napa County Auditor-Controller ("Auditor") the Board of Supervisors has in some years adopted the Section 4703.2 method and in other years adopted the Section 4703 method; and

WHEREAS, in 2024 the Board of Supervisors adopted the Section 4703.2 method, and the Auditor-Controller recommends a continuation of the Section 4703.2 method for 2025 as it results in a lower reserve; and

WHEREAS, the Board also believes that use of the Section 4703.2 method is in the best interest of Napa County; and

WHEREAS, the Board wishes to issue a note to fund the payment of fiscal 2024-2025 delinquent taxes.

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. Tax Loss Reserve Fund Election. For the 2025-2026 fiscal year, and thereafter until the Board takes further action to change its election, the minimum balance in the Fund shall be equal to 25 percent (25%) of the total delinquent secured roll net of direct charges for participating entities in the County as calculated at the end of the fiscal year, all in accordance with Section 4703.2 of the Revenue and Taxation Code.

2. Creation of 2025 Teeter Repayment Fund. In connection with the issuance of the Note (defined below), the Napa County Auditor-Controller shall establish a 2025 Teeter repayment fund ("2025 Repayment Fund"). All moneys collected constituting fiscal 2024-2025 delinquencies shall be deposited in the 2025 Repayment Fund after receipt by the tax resources fund unless required by law to be deposited in the tax losses reserve fund. In addition, $239,897 shall be deposited in the 2025 Repayment Fund as a reserve, and the Auditor-Controller is hereby directed and authorized to transfer the necessary funds for this purpose.

3. Issuance of a Note to Fund Payment of 2024-2025 Delinquent Taxes. The Board hereby authorizes issuance of a note ("Note") in the amount of $7,996,552 in the form set forth in Exhibit 'A', attached hereto and by reference incorporated herein, to fund the payment to participating jurisdictions of outstanding delinquencies of fiscal year 2024-2025 taxes as of June 30, 2025. The term of the Note shall be from the date of execution until September 1, 2030. Interest on the Note shall be payable at a variable rate, adjusted annually, based on the interest rate for a constant maturity U. S. Treasury Note of similar term plus a fixed spread as set forth in the Note. Neither the Napa County general fund nor any taxing power shall be available for payment of principal or interest under the Note.

4. Authority to Execute Note. The Chair of the Board of Supervisors who is in office on the date set forth on the Note, or at any time thereafter prior to the delivery of the Note to the purchaser thereof, is hereby authorized and directed as the officer to sign the Note by manual signature, and the Clerk of the Board who is in office on the date set forth on the Note, or any time thereafter prior to such delivery of the Note to the purchaser thereof, is hereby authorized and directed as the officer to countersign the Note by manual signature. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchaser, that officer's signature or countersignature shall nevertheless be valid and of the same force and effect as if the prior officer had remained such officer.

5. The Clerk of the Board is directed to file a copy of this Resolution and its attachments with the Napa County Auditor-Controller and the Treasurer-Tax Collector.

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 19th day of August 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: ___ *Sabrina S. Wolfson* Deputy County Counsel Date: August 7, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Exhibit 'A'

2025 PROMISSORY NOTE

Teeter Plan Delinquencies
(Subject to Call and Redemption)

$7,996,552.00

Napa County (the "County"), duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay (but only out of the funds hereinafter mentioned) to the registered owner hereof, or registered assigns, the principal sum of $7,996,552 together with accrued and unpaid interest thereon, payable on the dates and in the manner set forth below.

This Note is issued pursuant to a resolution (the 'Resolution') adopted by the Board of Supervisors of the County on August 19, 2025. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by such owner's acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and is bound thereby. All terms defined in the Resolution shall have the same definitions when used herein, unless otherwise defined herein.

This Note shall bear interest on the outstanding principal amount hereof from the date hereof until payment in full at a variable rate, adjusted annually (commencing September 1, 2025), equal to the rate of interest on the constant maturity U. S. Treasury Note for the number of years corresponding to the number of full years remaining in the term of the Note plus a fixed percentage in accordance with the following schedule:

Five–year Treasury Note	. . . plus 50 basis points
Four–year Treasury Note	. . . plus 45 basis points
Three–year Treasury Note	. . . plus 40 basis points
Two–year Treasury Note	. . . plus 35 basis points
One–year Treasury Note	. . . plus 30 basis points

Interest shall be payable on or before the dates set forth below and shall be calculated on the basis of a 365–day year for the actual number of days elapsed. Notwithstanding the foregoing, interest shall be payable at the maximum rate permissible by law if such amount is less than the rate set forth above.

This Note shall be payable in full upon maturity, which shall be September 1, 2030. The County shall make payments of principal and interest hereunder annually on or before the first business day in September of each year, commencing September 2026. The amount of interest to be paid each year shall equal the amount of accrued but unpaid interest under the Note to the extent of the monies available in the 2025 Repayment Fund or the Tax Loss Reserve Fund as of the end of the County's previous fiscal year. The amount of principal to be paid each year shall equal the amount of monies available in the 2025 Repayment Fund exclusive of the $239,897 in reserve monies described in the Resolution as of the end of the County's previous fiscal year. At maturity, outstanding principal and any accrued but unpaid interest shall be payable only to the extent of the monies available in the 2025 Repayment Fund or the Tax Loss Reserve Fund as of June 30, 2030. Both the principal of and interest on this Note are payable by the Napa County Auditor–Controller in lawful money of the United States of America at the Office of the Napa County Treasurer.

This Note is not a lien, charge or liability against the County or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except the monies available in the 2025 Repayment Fund as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution.

The County hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and any interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the County giving the registered owner 60 days' prior written notice thereof.

The registered owner hereof may assign this Note only with the County's prior written consent. Upon the giving of such consent, the assignee shall be deemed the registered owner for all purposes hereunder.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

/ / /

/ / /

/ / /

IN WITNESS WHEREOF, the County has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated September 1, 2025.

NAPA COUNTY a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sabrina S. Wolfson* Deputy County Counsel Date: August 7, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

REGISTERED OWNER:

Napa County -- Pooled Investment Fund
1195 Third Street, Room 108
Napa, CA 94559
Attn: Napa County Treasurer

Attachment A

Teeter Buyout Distribution by Taxing Entity
Fiscal Year 2024-25 Taxes

Code	Description	Sub-Division	Teeter Buyout
10000	County General Fund	1050000	$ **1,311,851**
10800	Fire Non-Structural	2100000	**115,517**
11500	County Library	2020001	**153,766**
11700	Fire Protection	2100000	**107,088**
	Total County		**1,688,222**
15100	City of Calistoga	9411000	**35,585**
15200	City of Napa	9412000	**416,548**
15300	City of St. Helena	9413000	**72,780**
15400	Town of Yountville	9414000	**19,425**
18800	City of American Canyon	9415000	**154,678**
	Total Cities/Town		**699,016**
23100	Lake Berryessa Resort Imp	5220000	**549**
24100	Napa Berryessa Resort Imp	5240000	**801**
34700	Monticello Cemetery	2860000	**468**
36000	Circle Oaks Water	9504000	**571**
37000	Congress Valley Water	7400000	**1,707**
38000	American Canyon Fire	9415200	**82,432**
38500	Mosquito Abatement Dist.	7100000	**27,104**
42000	Napa Co. Res. Consv	7300000	**6,633**
42500	Napa River Reclamation	7500000	**452**
43100	Bay Area Air Quality	9503000	**20,456**
	Total Special Districts		**141,173**
45000	Howell Mountain Elementary	9020001	**22,393**
45100	Pope Valley Union Elementary	9060001	**20,673**
45300	Fairfield/Suisun Unified	9300001	**9,165**
45500	Calistoga Joint Unified	9010001	**216,633**
45700	Napa Valley Unified	9050001	**2,389,459**
45800	St Helena Unified	9070001	**494,386**
46500	Napa Valley College	9030010	**600,949**
48300	Solano County Office of Education	9310001	**368**
49000	Napa County Office of Education	9040001	**227,227**
49999	ERAF Fund	9490000	**910,017**
	Total School Districts		**4,891,270**
	Total School Bonds and Direct Assessments	Mulitple	**576,871**
	Total Teeter Buyout		$ **7,996,552**

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:** 8/19/2025 | **File ID #:** 25-1478

TO: Board of Supervisors

FROM: Tracy A. Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Countywide Review of 2024 Overtime Compensation

RECOMMENDATION

Accept and file a report summarizing the countywide review of 2024 overtime compensation. (No Fiscal Impact)

BACKGROUND

Napa County is committed to transparency in public compensation. In accordance with Government Code Section 53891, the County submits complete and timely salary and benefit information to the State Controller's Office each year. In March of 2025, the Local Government Compensation Report for calendar year 2024 was prepared and circulated for internal review prior to submission.

Following this review of the report, the Chief Executive Officer requested that the Internal Audit team conduct a more detailed analysis of overtime compensation. The attached report summarizes the procedures performed by Internal Audit and highlights key trends and observations related to 2024 overtime compensation.

Action requested: Accept the report summarizing the countywide review of 2024 overtime compensation and direct the Clerk of the Board to file it.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California

Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

A Tradition of Stewardship
A Commitment to Service

Napa County
Review of Overtime Compensation
Independent Audit Report

For the period of January 1, 2024
to December 31, 2024

AUDITOR-CONTROLLER
Internal Audit Section
July 28, 2025

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A Tradition of Stewardship
A Commitment to Service

Auditor-Controller

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

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

Tracy A. Schulze
Auditor-Controller

EXECUTIVE SUMMARY

July 28, 2025

Honorable Board of Supervisors
County of Napa
Napa, CA

The Internal Audit Section of the Auditor-Controller's Office (Internal Audit) conducted a review of Napa County's 2024 overtime compensation.

Napa County remains committed to transparency in public compensation. In alignment with Government Code Section 53891, the County submits comprehensive and timely salary and benefit information to the State Controller's Office each year. In March 2025, the Local Government Compensation Report for calendar year 2024 was prepared and distributed for internal review prior to submission to the State Controller. Following his review of the report, the County Executive Officer requested that Internal Audit conduct a more detailed review of overtime compensation.

Scope

We have completed the procedures outlined in the engagement letter approved by the Napa County Executive Office. These procedures were conducted solely to assist the Executive Office in evaluating compliance with applicable regulations and County policies and assessing the effectiveness of internal controls over overtime compensation. Our review focused on relevant payroll data, policies, and documentation related to overtime compensation for the period January 1, 2024, through December 31, 2024 (Audit Period).

This engagement was conducted in accordance with *the Global Internal Audit Standards* established by the Institute of Internal Auditors, which require us to gather relevant, reliable, and sufficient information to support our findings and conclusions. The responsibility for determining the sufficiency of these procedures lies solely with the designated users of this report. Accordingly, we make no representations regarding the adequacy of the procedures described herein for the intended purpose or for any other purpose.

Objectives

The objectives of our review were to assess the following:

1. The effectiveness of internal controls governing overtime compensation, with a specific focus on the pre-approval of overtime and the supervisor approval process related to timesheets.

2. The reasonableness of overtime compensation in relation to the nature and scope of work performed.

Procedures

Our procedures included a review of a sample of Napa County employees who incurred overtime compensation and/or received compensatory time off (CTO) in lieu of overtime pay.

In addition, Internal Audit examined a range of relevant payroll data, including but not limited to department vacancies by job classification, consecutive days worked, overtime by quarter, project costing strings, and comparative payroll data reported by all California counties for calendar year 2023. This analysis was used to assess both the reasonableness and the operational effectiveness of overtime compensation practices.

Further details on our sample selection methodology are provided in **Appendix A**. Analysis of relevant payroll data related to overtime compensation is included in **Appendix B**.

Results

Based on the procedures performed, we noted the following:

- Internal controls over overtime compensation were determined to be operating effectively.
- Overtime compensation was determined to be reasonable, given the nature and scope of work performed.

A more detailed discussion of the results is provided in **Appendices C** and **D**.

Conclusion

Based on the procedures performed, we found that internal controls over overtime compensation are operating effectively. Overtime compensation during the Audit Period appears reasonable given the nature and scope of work performed. No significant control deficiencies or irregularities were identified.

We were not engaged to conduct an audit and, accordingly, do not express an opinion on any specific elements, accounts, or items. Had additional procedures been performed, other matters may have come to our attention that would have been reported.

This report is intended solely for the information and use of the Napa County Board of Supervisors and the Napa County Executive Office and is not intended to be used by any other parties.

Tracy A. Schulze
Auditor-Controller

CC: Ryan Alsop, CEO

By: _____

Christine Hernandez
Deputy Auditor-Controller

APPENDICES

NAPA COUNTY
REVIEW OF OVERTIME COMPENSATION

APPENDIX A
SAMPLE SELECTION

Overtime Expense

Internal Audit tested Napa County's overtime expense and the recorded liability for compensatory time off (CTO) by first identifying the total audit population, as summarized in the table below:

Departments in Population	Employees in Population	Value of Overtime Expense	Value of CTO Liability	Value of Total Population
27	921	$8,038,337	$1,707,284	$9,745,621

Sample Selection

Internal Audit stratified the audit population by identifying the six departments with the highest overtime expenses, encompassing a total of 12 individual sub-divisions. A total of 40 employees were selected for testing across these departments using a risk-based methodology. Collectively, these employees accounted for approximately 22% of Napa County's total overtime expense during the Audit Period.

The following risk factors were considered in the selection process:

- Total overtime expense per employee
- Total overtime hours worked
- CTO hours banked
- Employees working significantly more hours than their peers within the same department
- Employees in classifications not typically associated with high volumes of overtime

Department	Employees in Sample	Value of Overtime Expense Sample	Value of CTO Liability Sample	Value of Total Sample
Sheriff	15	$1,140,492	$49,842	$1,190,334
Corrections	6	$358,897	$32,986	$391,883
Health and Human Services (HHSA)	9	$163,496	$64,493	$227,989
Probation	5	$179,224	$17,723	$196,947
District Attorney	3	$37,580	$49,820	$87,400
Roads	2	$43,843	$8,373	$52,216
Total	**40**	**$1,923,532**	**$223,237**	**$2,146,769**

NAPA COUNTY
REVIEW OF OVERTIME COMPENSATION

APPENDIX B
ANALYSIS OF RELEVANT PAYROLL DATA

Overtime Context and Comparative Analysis

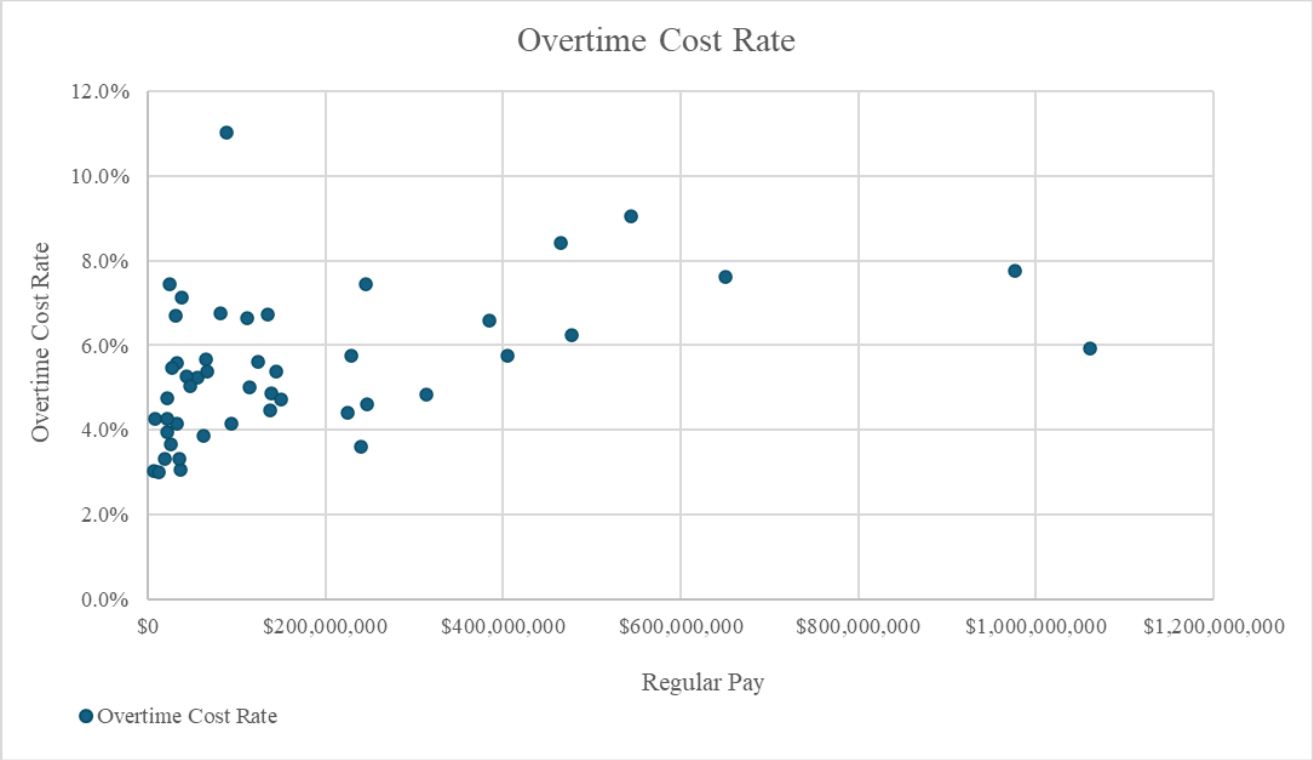
The following table summarizes 2024 overtime compensation by Department:

Department	Overtime Expense	CTO Liability	Total
Sheriff	$ 4,529,862	$ 271,282	$ 4,801,145
Corrections	1,619,945	248,372	1,868,317
Health and Human Services	639,899	450,904	1,090,803
Probation	731,301	217,934	949,235
District Attorney	129,329	229,931	359,260
Roads	89,574	83,633	173,206
All Remaining Departments	298,428	205,228	503,656
Total	$ 8,038,337	$ 1,707,284	$ 9,745,622

The six departments with the highest overtime usage accounted for $9.2 million (95% of total) in combined overtime expense and compensatory time off (CTO) liability in 2024. Overtime in these departments is expected, as most provide essential services that operate 24 hours a day, seven days a week. The nature of their responsibilities often requires staff coverage beyond traditional business hours to maintain service continuity and public responsiveness.

As is the case in counties statewide and across the nation, a significant portion of overtime is concentrated in law enforcement. Napa County is no exception—49.2% of all overtime expense and CTO liability in 2024 was attributable to the Sheriff's Office. While the department continues to take measures to manage and reduce overtime where feasible, ensuring public safety remains the top priority.

The table below presents 2023 data from the California State Controller's Office, showing the overtime cost rates for 47 of the 58 California counties (including Napa County):



The overtime cost rates for these counties range between 3% and 11%; however, 36 of the 47 counties presented (or 77%) reported overtime cost rates between 4% and 7%. The average 2023 overtime cost rate for this population was 5.5%, with Napa reporting a 4.7% overtime cost rate for 2023.

The following California counties were excluded from this analysis due to anomalies in their 2023 overtime cost reporting:

1. **Alameda**: Severe understaffing in the Oakland Police Department led to an inordinate amount of overtime in 2023.
2. **Kern**: Overtime expenditures were significantly impacted by wildfire activity.
3. **Los Angeles**: Overtime expenditures were significantly impacted by wildfire activity.
4. **Orange**: Overtime expenditures were significantly impacted by wildfire activity.
5. **Riverside**: Overtime expenditures were significantly impacted by wildfire activity.
6. **Santa Barbara**: Overtime expenditures were significantly impacted by wildfire activity.
7. **San Bernardino**: Overtime expenditures were significantly impacted by wildfire activity.
8. **Santa Clara:** Excluded due to exceptionally high Regular Pay driven by Silicon Valley; the county's overtime rate was within a normal range and does not materially affect the population average.
9. **San Diego**: Overtime expenditures were significantly impacted by wildfire activity.

10. **San Francisco**: Reported as a city rather than a county for purposes of government compensation reporting.

11. **Ventura:** Overtime expenditures were significantly impacted by wildfire activity.

In calendar year 2024, Napa County paid approximately $160.3 million in salary expenses to 2,035 employees. The overtime expense represented 5% of total salary expense, meaning that for every $1,000 in regular pay, the County incurred approximately $50 in overtime costs.

Napa County's annual overtime cost rates are consistent with counties across California and reflect the nature and scope of Napa County's operations.

Average Vacancy Rates by Subdivision

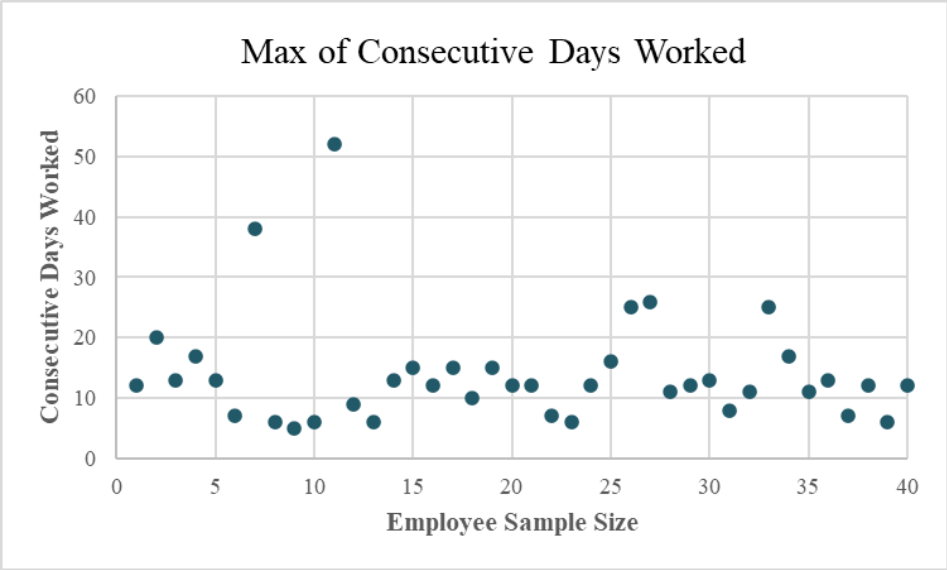
Subdivision	Vacancies	Filled	Vacancy Rate
Sheriff	15	121	11.09%
Sheriff - Coroner	1	3	16.67%
Sheriff - Animal Services	1	6	14.29%
Sheriff - Spcl Investigations	1	4	20.00%
Corrections	37	92	28.91%
HHSA - Public Health Admin	9	58	13.03%
HHSA - Child Welfare Services	7	57	11.15%
HHSA - Self Sufficiency	9	101	7.84%
Probation - Administration	11	71	13.46%
Probation - Juvenile Hall	9	26	26.38%
District Attorney	8	55	12.60%
Roads	4	28	11.01%
Total	111	621	15.10%

Many of the subdivisions listed above operate on a 24/7 basis, requiring continuous staffing 365 days a year. As a result, vacancies in budgeted positions often necessitate the use of overtime to maintain essential service levels. The highest vacancy rates were observed in the Sheriff's Office, Corrections, and Probation Departments—subdivisions that also accounted for the highest overtime expenditures.

Vacancy rates across California counties currently average between 11% and 15%. Napa County's vacancy levels fall toward the higher end of this range, which contributes to the increased reliance on overtime in these critical departments.

Consecutive Days Worked

Among the 40 employees selected for testing, the number of consecutive days worked ranged from 5 to 52, with an average of 14 consecutive days worked:



A "working day" was defined as any day on which an employee logged hours under regular pay, overtime pay, or CTO banked, as reported on their timesheet.

At the lower end, a 5-day stretch typically reflected regular workweeks with occasional overtime following the end of a shift. At the higher end, extended streaks—such as 52 consecutive working days—were driven by overtime worked on regularly scheduled days off, particularly in departments with high operational demands.

Internal Audit observed that employees with the longest consecutive work periods often had multiple extended stretches throughout the year. For example, one Sheriff's Department employee had only two non-consecutive days off over a 90-day period. While such dedication may reflect operational necessity, it also raises potential concerns regarding employee fatigue, wellbeing, and sustained job performance.

Employee-Specific Sampling & Analysis

Internal Audit conducted individual interviews with the direct supervisor, manager, or department head of 10 employees across the 12 subdivisions that incurred the most overtime. The objective was to gain a deeper understanding of departmental overtime policies, tracking practices, core job duties, and the operational reasoning behind the overtime hours. These discussions provided valuable context and helped confirm that the overtime incurred was generally reasonable given the circumstances described. In each case, proper supervisory approvals were obtained in accordance with County policy, and internal controls over the authorization and use of overtime appeared to be functioning as intended.

Five employees were selected as representative case studies for this report. Additional interview details are provided in **Appendix D**.

APPENDIX C
RESULTS OF REVIEW

Our review included both quantitative and qualitative analyses of Napa County's 2024 overtime compensation. Based on the procedures performed, we found that County policies appear to be followed and that internal controls governing the approval and reporting of overtime are generally effective.

Key takeaways from our review include the following:

- **Comparable Overtime Rates:** Napa County's overall overtime rate is consistent with those of other California counties with similar annual regular pay levels ($100 million to $200 million), suggesting that the County's overtime expenditures are reasonable relative to its peers.

- **Concentration in 24/7 Operations:** As expected, overtime is largely concentrated in departments that provide critical 24/7 services, including the Sheriff's Office, Corrections, Health and Human Services, and Fire. These departments are more susceptible to overtime due to emergency response needs, staff shortages, and the continuous nature of their operations.

- **Adherence to Policies and Approvals:** Documentation reviewed and interviews conducted with department managers indicate that overtime is being properly approved and monitored in accordance with County policies. Supervisory review and justification procedures are in place and consistently applied.

- **Stable Year-over-Year Trends:** Although some fluctuations in individual employee overtime were noted, the County's overall overtime trends remained relatively stable compared to prior years and reflect operational needs rather than systemic issues.

- **Transparency and Oversight:** Overtime data is reviewed annually as part of the County's compensation reporting to the State Controller's Office, ensuring public transparency and supporting accountability.

Overall, our analysis indicates that overtime is being used appropriately and that the County's controls and oversight mechanisms are functioning effectively.

NAPA COUNTY
REVIEW OF OVERTIME COMPENSATION

APPENDIX D
EMPLOYEE-SPECIFIC SAMPLING & ANALYSIS

Department	Classification	Overtime Hours Worked	Expense
Sheriff	Sergeant	1,684	$ 203,189
Corrections	Correctional Officer II	1,080	84,290
Probation	Juvenile Hall Counselor II	650	41,788
Health and Human Services	Eligibility Specialist II	629	35,971
District Attorney	District Attorney Investigator	342	25,667

Sheriff's Department - Sergeant

The employee with the highest overtime earnings in 2024 - more than double the next highest - was a Sergeant with the Napa County Sheriff's Office.

The Sergeant is currently assigned to the Lake Unit at Lake Berryessa, which is operating below standard staffing levels. Of the three Sergeants authorized to operate the boats, only one is consistently available. Boat operations require specialized training and are labor-intensive, involving equipment maintenance, inspections, and fulfilling contractual obligations with the Bureau of Reclamation, including day-use area oversight and parking enforcement.

The Sergeant's Lieutenant conducts regular check-ins with staff and has noted employee fatigue. While operations remain stable, the sustainability of ongoing overtime is a concern. A $30,000 signing bonus for lateral Deputy Sheriff hires has been introduced to help expedite the filling of vacancies. Although overtime is an inherent part of the job, the department is actively seeking to reduce reliance on it without compromising public safety.

Corrections Department – Correctional Officer II

The second highest overtime hours were logged by a seasoned Correctional Officer at the County Jail. This employee regularly volunteers for overtime shifts in response to an estimated 30 open Correctional Officer positions. Their supervisor, a Correctional Sergeant, praised the employee's performance and ensures they take regular time off to avoid burnout.

The Corrections Department continues to experience high turnover and vacancies. A $15,000 hiring incentive and the opening of a new jail facility are anticipated to help attract more staff. Supervisors believe that fully staffing the facility would reduce the need for overtime.

Probation Department – Juvenile Hall Counselor II

The highest overtime earner in the Probation Department is an experienced Juvenile Hall Counselor. With approximately seven staff vacancies, this employee frequently volunteers to fill unstaffed shifts. Scheduling is managed equitably through a shift bid system under the Facility Manager's oversight, with limited guaranteed time off to ensure operational coverage.

During our interview, it was noted that the facility has not fully recovered from a 25% staff reduction implemented following a 2020 Grand Jury recommendation, which was accepted by the Board of Supervisors. Although three extra-help employees are active, only extra-help positions are currently open for recruitment. High vacancy rates in juvenile facilities are common across California, with some counties facing shortages of up to 40%. The supervisor noted that filling the vacant Counselor positions would significantly reduce the need for overtime.

Health and Human Services Agency – Eligibility Specialist II

This top-performing employee logged the highest amount of overtime within HHSA, nearly twice that of the next highest Eligibility Specialist, and worked 52 consecutive days - the longest consecutive stretch among the 40 employees tested.

Eligibility Specialists process approximately 1,200 applications per month across programs such as CalFresh, Medi-Cal, and CalWORKs. They must maintain a 90% or higher compliance rate for mandated processing timeframes, with noncompliance triggering corrective action plans. Overtime is not used for routine caseloads but is assigned to manage time-sensitive applications nearing regulatory deadlines. Participation is voluntary and often involves working on scheduled days off; overtime is verbally approved and may be performed remotely.

Of the 54 budgeted Eligibility Specialist positions, four were vacant. The employee's supervisor indicated that being fully staffed would help reduce overtime, but some level of overtime will likely remain necessary due to workload surges and regulatory deadlines.

District Attorney – District Attorney Investigator

The highest overtime earner in the District Attorney's Office is a recently hired investigator with prior experience at another agency. This employee replaced a retired investigator and is assigned full-time to the Napa Special Investigations Bureau (NSIB), which focuses on major crimes, narcotics operations, and human trafficking investigations.

This position demands flexibility, including frequent unscheduled deployments, extended hours, and periodic travel to support surveillance and investigative efforts. A spike in major cases - including several homicides in early 2024 - has significantly increased the workload. Due to the unpredictable nature of the work, flex time and compensatory time are used when possible, though overtime is unavoidable for critical casework and trial preparation. The administrative team actively monitors overtime to prevent overextension. Overtime is not used for general shift coverage but is strategically allocated to support public safety operations.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-95

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 August 5, 2025 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

www.countyofnapa.org

Tuesday, August 5, 2025 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Co-founder of Napa Climate NOW! Chris Benz led the assembly in the Pledge of Allegiance.

Chair Anne Cottrell provided a special thanks to Division Chief for CAL FIRE Sonoma-Lake Napa Unit Brian Ham and all of the firefighters that responded to the fire outside of Lake Hennessey.

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) 25-234

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

Motion Text:	**Approve the Proclamations and Commendations.**
Voting Yes:	**Gallagher, Manfree, Alessio, Ramos, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

A. Presentation of a Proclamation recognizing August 3 - 9 2025 as "Farmers Market Week" in Napa County. (No Fiscal Impact) **25-1306**

Chair Anne Cottrell presented the proclamation.

Executive Director of the Napa Farmers Market Cara Mae Wooledge received the proclamation and made presentation.

Five (5) people spoke during public comment.

B. Presentation of a Proclamation recognizing August 2025 as "Child Support Awareness Month" in Napa County. (No Fiscal Impact) **25-1377**

Supervisor Belia Ramos presented the proclamation.

Director of Child Support Services Douglas Durward received the proclamation and made presentation.

5. CONSENT CALENDAR

Motion Text:	**Approve the Consent Calendar as amended.**
Voting Yes:	**Alessio, Manfree, Gallagher, Ramos, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

Auditor-Controller

A. Request authorization for the Auditor-Controller to process an Assessor Division assessment roll correction for Assessor Parcel Number (APN) 850-000-445-000 for the structural improvements of $47,873,000 in tax year 2025-26. (Fiscal Impact: Various Funds Decrease Revenue, Mandatory) **25-1373**

Clerk of the Board

B. Approval of minutes from the July 29, 2025 regular meeting. (No Fiscal Impact) **25-94**

C. Reappoint Alexander Crown as Napa County representative on the Napa Valley Transportation Authority (NVTA) Citizen Advisory Committee (CAC). The term of office is to commence immediately and expire on July 17, 2027. (No Fiscal Impact) **25-1408**

Information Technology Services – Division of CEO's Office

D. Approve sole source award, and approve and authorize Agreement No. 260082B with AMS.NET for the purchase of telephone system software for the term of August 1, 2025, through August 30, 2030, with an annual cost of $89,388. (Fiscal Impact: $89,388 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-1346**

Enactment No: **A-260082B**

Lake Berryessa Resort Improvement District

E. Approve the Plans and Specifications for Phase II of the "LBRID Wastewater Ponds Groundwater Inflow Mitigation Project" and authorize the advertisement for sealed bids, and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1421**

Library

F. Approve and authorize Agreement No. 260051B with BiblioCommons for a term through August 4, 2026 with a contract maximum of $419,580 for a new online library catalog and a fully hosted integrated content management system and webpage builder. (Fiscal Impact: $109,853 Expense; Library Fund; Budgeted; Discretionary) **25-1180**

Enactment No: **A-260051B**

Napa County Housing Authority

G. Approve and authorize Amendment No. 2 to Agreement No. 250009B (NCHA) with Environment Aqua, Inc. to increase the contract maximum from $121,557 to $126,870 in Fiscal Year 2024-2025 for water treatment services, and extend the term through September 30, 2025 with a revised scope of work. (Fiscal Impact: $5,313 Expense; Housing Authority Fund; Budgeted; Mandatory) **25-1290**

Enactment No: **A-250009B (NCHA) Amend. 2**

H. Acceptance of donation report for quarter ending June 30, 2025. (Fiscal Impact: $60,437 Revenue; Housing Authority Fund; Budgeted; Discretionary) **25-1363**

Planning, Building and Environmental Services (PBES)

I. Approve and authorize Amendment No. 3 to Agreement No. 240241B with Ascent Environmental, Inc. to extend the term to June 30, 2027 and to increase the contract maximum from $758,710 to $888,710 for continued and additional specialized services to develop a Regional Climate Action and Adaptation Plan and to prepare an Initial Study CEQA document. (Fiscal Impact: $130,000 Expense; General Fund; Budgeted; Discretionary) **25-1327**

Enactment No: **A-240241B Amend. 3**

Public Works

J. Approve and authorize Amendment No. 9 to Agreement No.190311B with Napa Valley Transportation Authority to provide additional funding for the Napa Valley Vine Trail between St. Helena and Calistoga; and approve a Budget Amendment. (Fiscal Impact: $713,000 Expense; Capital Improvement Projects Fund: $705,000 Budgeted, $8,000 Not Budgeted; Discretionary) **25-669**
[4/5 vote required]

Enactment No: A-190311B Amend. 9

K. Authorize contract change orders to Agreement No. 250412B with Ashron Construction and Restoration, Inc.; and approve a Budget Amendment for the 2025 Annual Bridge Repairs Project, RDS 25-05 (Fiscal Impact: $73,645 Expense; SB-1 Non- Operating Special Revenue Fund; Not Budgeted; Discretionary) **25-1243**
[4/5 vote required]

Enactment No: A-250412B

L. Approve creation of Capital Improvement Project 26009, "Airport Rd Entrance Preliminary Design Project" PW 26-06 and an associated Budget Amendment. (Fiscal Impact $172,744 Expense; Measure U Non-Operating SRF Fund; Not Budgeted; Discretionary) **25-1249**
[4/5 vote required]

M. Approve and authorize Amendment No. 2 to Agreement No. 220297B (Zone-1) with Conservation Corps North Bay for litter removal, to extend the term for an additional two fiscal years through June 30, 2027 and increase the maximum compensation from $298,000 to $490,850. (Fiscal Impact $192,850 Expense; Zone 1; Budgeted; Discretionary) **25-1307**

Enactment No: A-220297B Amend. 2

N. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) **25-1361**
[4/5 vote required]

Sheriff

O. Approve and authorize Agreement 250374B with American Medical Response for mandated first aid, cardiopulmonary resuscitation and automated defibrillator training for Sheriff's Office sworn staff. (Fiscal Impact: $13,200 Expense; General Fund; Budgeted; Mandatory) **25-468**

Enactment No: A-250374B

6. PUBLIC COMMENT

One (1) person spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher thanked the City of Calistoga and partners for hosting the Ribbon Cutting of the Calistoga Resiliency Center where they have created a Microgrid that will provide 48 hours of continuous power to Pacific Gas and Electric (PG&E) customers in downtown Calistoga and the surrounding area during a Public Safety Power Shutoffs (PSPS) event. Supervisor Gallagher hopes that the County of Napa can mirror these efforts in the future.

Supervisor Liz Alessio seconded the words of Supervisor Gallagher. She also reported on PG&E surveying on Mt Veeder to underground powerlines that will be a multi-year project.

Supervisor Belia Ramos reported on attending an Airport Advisory Commission meeting where they hosted 52 members of the public who provided public comment regarding noise complaints due to a new navigation pattern provided by the Federal Aviation Administration (FAA). The noise complaints are being referred to the noise working group comprised of two pilots on the commission. Most complaints are coming from District 4 with some also coming from District 5 and District 1. Lastly Supervisor Ramos invited the public to attend the Napa Town and Country Fair.

Vice-Chair Amber Manfree reported on hosting the first Town Hall for District 4. She thanked Silverado Country Club for hosting the Atlas Peak neighborhood. There will be future Town Halls in Circle Oaks, Berryessa Highlands and Gordon Valley with more to be announced.

Chair Anne Cottrell reported on the Calistoga High school students who are providing education on the Microgrid at the Calistoga Resiliency Center as well as the company that designed and runs the plant is considering opening a small office in Calistoga. Secondly, Chair Cottrell reported on attending a meeting at the Rianda House Senior Activity Center in St. Helena where they discussed AB470, which is a bill that would absolve AT&T of being a carrier of last resort. Thirdly, she reported on the annual Calistoga Fire Safe Council meeting where they heard from the Co-Founder of Meter.Me Ofer Tenenbaum who discussed ways to track water usage when residents are away from their homes in times of fire. Lastly, Chair Cottrell reported on the National Association of Counties (NACo) Resilient Communities Advisory Board in which she will be the Chair of the Board for the 2025-2026 fiscal year.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

9. ADMINISTRATIVE ITEMS

County Executive Office

A. Approve and authorize Agreement No. 250463B with Napa Valley Tourism Corporation to serve as the Owner's Association for the Napa Valley Tourism Improvement District (NVTID) for July 2025 through June 2035. (No Fiscal Impact) **25-1313**

Item removed from agenda.

Planning, Building and Environmental Services (PBES)

B. Receive a presentation on the introduction of a prohibition of new retail fossil fuel stations and restrictions to the expansion of retail fossil fuel stations with a request to provide direction to staff. (No Fiscal Impact) **25-1381**

Planning, Building, and Environmental Services Planner II Ryan Melendez made presentation.

Planning, Building, and Environmental Services Natural Resources Conservation Manager Jamison Crosby made presentation.

Three (3) people spoke during public comment.

Discussion held.

Direction provided to staff.

C. Receive a presentation on the Draft Napa Regional Climate Action and Adaptation Plan. (No Fiscal Impact) **25-1406**

Planning, Building, and Environmental Services Principal Planner Jesse Gutierrez made presentation.

Ascent Environmental Project Director Erik de Kok made presentation.

Two (2) people spoke during public comment.

Discussion held.

10. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa **25-1422**

Closed Session held. No reportable action.

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, AUGUST 19, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1464

TO: Board of Supervisors

FROM: Neha Hoskins - Clerk of the Board

REPORT BY: Paulette Cooper - Deputy Clerk of the Board II

SUBJECT: Appointment to the Monticello Public Cemetery District Advisory Committee

RECOMMENDATION

Appoint James (Bud) E. Gardner to the Monticello Public Cemetery District Advisory Committee with term of office to commence immediately and expire on December 31, 2029. (No Fiscal Impact)

BACKGROUND

There are currently two vacancies on the Monticello Public Cemetery District Advisory Committee due to resignations. The County Executive Office advertised the vacancies and received one appointment request from James (Bud) E. Gardner to represent Alternate Member.

On February 19, 2002, the Napa County Board of Supervisors, sitting as the Board of Trustees of the Monticello Public Cemetery District (MPCD), adopted Resolution No. 02-31 disbanding the Cemetery Advisory Committee that had been in existence for fifteen years and had no established term limits. The Resolution also amended the Napa County Policy Manual to add Part II, Section 25, establishing the creation of, and operational rules for, the MPCD Advisory Committee.

The functions of the MPCD Advisory Committee per section 2.2.1.2 of the Bylaws, Policy and Procedures Manual adopted by the Board of Trustees in April 2006 and amended by MPCD Resolution 2011-01 on June 14, 2011 include the following:

1. Develop recommendations to the Board regarding the type, extent and level of services to be provided and financed by the District;
2. Develop recommendations to the Board for the establishment or revision of policies to be utilized within the District;
3. Develop recommendations to the Board on establishment and/or modification of rates, fees, and other

charges to be imposed by the District;

4. Review and make recommendations to the Board regarding the annual budget for the District; and
5. Develop recommendations to the Board on any other matters pertaining to the District, upon request by the Board.

According to the bylaws, in order to qualify to serve on the MPCD Advisory Committee applicants must:

- Be residents of the District;
- Be owners of property within the boundaries of the District, as determined by the last Assessor's tax roll; or
- Be owners of plots within the Monticello Public Cemetery District, including those persons described in Sections 9060, 9061 and 9062 of the California Health and Safety Code.

The Monticello Public Cemetery District Advisory Committee recommends the appointment of James (Bud) E. Gardner to the Monticello Public Cemetery District Advisory Committee. (Recommendation letter attached)

Requested Action:

Appoint James (Bud) E. Gardner to the Monticello Public Cemetery District Advisory Committee.

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.

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Monticello Public Cemetery District Advisory Committee: Submitted

Category of Membership for Which You Are Applying

Member

Profile

James (bud) — First Name
E — Middle Initial
Gardner — Last Name

[redacted] — Email Address

[redacted] — Home Address

Suite or Apt

Napa — City
CA — State
94558 — Postal Code

Which supervisorial district do you reside in? *

- [x] District 3

To find your supervisorial district go to https://www.countyofnapa.org/1334/About-the-Board, click on "Look Up My District" and enter your address.

[redacted] — Primary Phone

retired	supervisor	operating engineer
Employer	Job Title	Occupation

Education/Experience

12 grade- some college

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Doris retired

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

n/a

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

I[redacted]uthier[redacted]; Doris Gardner[redacted]; Suzanne Demattei[redacted]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

Was ask to by a board member; grandfather served on the board many years ago, and lived in the town of Monticello as a child.

Nature of activity and community location

n/a

Other County Board/Commission/Committee on Which You Serve/Have Served

none

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None that I am aware of

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

I declare under penalty of perjury that the foregoing is true and correct.

◉ Yes ○ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I Agree

Electronic Signature (First M. Last)

James (Bud) Gardner

Date

5/25/2025

A Tradition of Stewardship
A Commitment to Service

Department of Public Works
Monticello Public Cemetery District

1195 Third Street, Suite 101
Napa, CA 94559-3092
www.countyofnapa.org/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

Steven E. Lederer
Director

August 6, 2025

MEMO

To: Board of Trustees, Monticello Public Cemetery District
Cc: Clerk of the Board
From: Advisory Committee, Monticello Public Cemetery District
Subject: Recommendation for Appointment to MPCD Advisory Committee

The Advisory Committee for the Monticello Public Cemetery District respectfully requests and recommends the appointment of **James (Bud) E. Gardner** to fill one current vacancy on the MPCD Advisory Committee.

Thank you,

Steven Lederer
District Manager
Monticello Public Cemetery District

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1430

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Leah Doyle-Stevens - BOS Staff Aide II

SUBJECT: Out of Country Travel Request

RECOMMENDATION

Approve and authorize out of country travel for Chief Executive Officer Ryan J. Alsop; Board Chair Anne Cottrell; Board Vice-Chair Amber Manfree; and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2025 Conference in Bordeaux, France from November 1-7, 2025 for a cost not to exceed $25,000. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Global Network of Great Wine Capitals (GWC) is a network of major global regions that encourages international winery tourism and facilities economic, academic, cultural, and agricultural exchanges between member regions. Recognizing the global significance of the wine industry in Napa County, the Board of Supervisors has emphasized the importance of participating in the GWC, which provides a forum to discuss economic issues relevant to the county and the local wine industry.

All Napa County officials will serve as GWC Delegates and will therefore participate in workshops and events that address issues affecting the San Francisco/Napa County wine region. Additionally, they will participate in the GWC Delegate and Business Delegate meetings. Workshops and events will focus on various issues including wine tourism, geology, identity, heritage, health, aesthetics, and ecosystems.

Authorization for Napa County officials to participate in the Great Wine Capitals (GWC) was approved by the Board of Supervisors on August 7, 2007, Board Policy Section 8 I (B)(4)(f).

Requested Action: Authorize out of country travel for CEO Ryan J. Alsop, Chair Anne Cottrell, Vice-Chair

Amber Manfree, and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2025 Conference in Bordeaux, France from November 1-7, 2025.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Agricultural Commissioner Subdivision 16000-01
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board of Supervisors have discussed the County's involvement in the Great Wine Capitals on several occasions and have decided on its value added to the Napa County wine industry with the participation of County officials. Section (E) of Part 1, Section 8B, Rule 24 of the Napa County Policy Manual establishes the policy for appointments of Napa County representatives to the Great Wine Capitals General Assembly Conferences.
Is the general fund affected?	Yes
Future fiscal impact:	It is anticipated that the County will participate in future years and that the associated costs will be budgeted accordingly.
Consequences if not approved:	Napa County would lose representation at a collaborative event of the world’s wine industry.

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

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1434

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Becky Craig, Assistant Chief Executive Officer

SUBJECT: LAFCO Support Services Agreement 2025

RECOMMENDATION

Approve and authorize Agreement No. 260110B with Napa County Local Agency Formation Commission to provide support services at cost. (Fiscal Impact: $40,000 Revenue; General Fund and ITS Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Local Agency Formation Commission ("LAFCO") is an independent jurisdiction. The entity has contracted with Napa County for many years for provision of various support services, including administration, fiscal, personnel, technology, and treasury services. This agreement was recently reviewed and updated by LAFCO and County staff to represent current services and was approved by the Commission on August 4, 2025. The Agreement extends through June 30, 2029 and includes delegated authority to the County Chief Executive Officer to extend the term on behalf of the County for an additional 5-year term should both parties desire to extend the support services agreement.

Requested Action: Approve and authorize Agreement No. 260110B with Napa County LAFCO.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - Auditor-Controller and Human Resources, and ITS Fund

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Recover costs for administrative services provided to a separate entity.
Is the general fund affected?	Yes
Future fiscal impact:	Charges will be invoiced to LAFCO for services provided.
Consequences if not approved:	Entity would need to seek third-party service providers that aren't familiar with governmental operations.
Additional Information	Click or tap here to enter text.

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. _____

LAFCO OF NAPA COUNTY AGREEMENT NO. _____

AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE NAPA COUNTY LOCAL AGENCY FORMATION COMMISSION

THIS AGREEMENT is entered into as of this ___ day of _____, 2025, by and between NAPA COUNTY (hereinafter "County"), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.).

RECITALS

WHEREAS, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as "Act"), LAFCO must make its own provisions for independent staffing and operations, and is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, LAFCO has need of specified personnel, and accounting services for its independent operations which County is willing and able to provide under the terms and conditions set forth hereinbelow; and

WHEREAS, the County and LAFCO have entered into agreements for the provision of support services since fiscal year 2001-2002 and now desire to enter into an amended and restated agreement to provide updated terms and conditions;

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

AGREEMENT

ARTICLE 1 – SCOPE OF SERVICES

1. **Services to be Provided by County.** County shall provide the following services subject to LAFCO abiding by County policies and procedures governing such services:

1.1 **Executive Officer.** County shall designate and make available to LAFCO the services of an at-will employee of County for appointment by LAFCO as its LAFCO Executive Officer (hereinafter "Executive Officer"). The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as specified by LAFCO. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The County shall hire and employ staff for LAFCO within the same employment practices as other County employees. The duties to be provided by the Executive Officer are included in the attached job classification specification. See Attachment A-1.

1.2 **Support Staff.** County shall provide (a) one full-time clerical staff, (b) one full-time employee to assist the Executive Officer in carrying out the day-to-day operations of LAFCO (within a classification used from Attachment A-1), and (c) such other staff as the LAFCO Commission deems necessary, appropriates funds for, and directs County to provide , as set forth in Section 1.3 below. If the Executive Officer determines additional clerical or other staff support is desired or needed beyond that in (a) and (b) above, the Executive Officer shall submit a written request to the County for the additional staff and the County shall consider, study, recommend and respond to the Executive Officer in writing within 20 business day of the request in a manner consistent with County personnel policies, rules and regulations. . The LAFCO Commission shall reimburse the County pursuant to Section 3.2 for any additional staff support provided. The duties of support staff are included in the attached job classification. See Attachment A-1.

1.3 **Additional Services.** County, through its departments and divisions, shall further provide LAFCO the following services:

Oversight and Insurance Services as described in Attachment A-2;

Auditor Controller Services as described in Attachment A-3;

Telecommunications, Mail and Information Technology Services as described in Attachment A-4;

Personnel Services as described in Attachment A-5;

Treasurer-Tax Collector services as described in Attachment A-6.

1.4 **Office Space**. LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement. In the event County has office space available in the future and is willing to offer it to LAFCO, the County Executive Officer shall notify the LAFCO Executive Officer of the opportunity. Should LAFCO and County agree to include office space, the parties shall amend this Agreement to reflect the negotiated terms for office space.

ARTICLE II – DURATION OF AGREEMENT

2.1 **Term.** This Agreement shall be effective on the date entered at the top of page 1 of this Agreement (Effective Date) and shall expire on June 30, 2029. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by the Executive Officer and the County Chief Executive Officer, provided that no other terms or conditions are being amended.

2.2 **Mutual Termination**. This Agreement may be terminated prior to the expiration date only with the mutual written consent of both County and LAFCO. The sole remedy for default by County relating to provision of the services required under this Agreement shall be through the equitable remedy of specific performance and the sole remedy for default by LAFCO relating to reimbursement for the cost of the services provided shall be through legal action for damages.

ARTICLE III - COMPENSATION

3.1 **Amount of Compensation**. LAFCO shall pay County as follows:

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties in accordance with Attachment B of the Agreement, including any and all amendments.

(b) **LAFCO Staffing Reimbursement.** LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge**. LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **Insurance Coverage**: LAFCO shall reimburse County for the insurance coverage required under Article IV below at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

3.2 Payment Process. Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Section 3.1 above. If the Executive Officer of LAFCO requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made by journal entry from the LAFCO Operations Fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

3.3 Appropriations. LAFCO shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

3.4 Taxes. As between LAFCO and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation, those for state and federal income and FICA taxes relating to employees or subcontractors retained by County to provide the services provided to LAFCO under this Agreement. County agrees to indemnify and hold LAFCO harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that LAFCO is audited for compliance regarding any such

withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

ARTICLE IV – INSURANCE

In order to protect LAFCO and the County against claims and liability for injury, loss, damage or death as a result of LAFCO's operations, LAFCO shall maintain insurance coverage consistent with the County's program of self-insurance and purchased insurance as follows: (a) comprehensive general liability; (b) comprehensive automobile liability; (c) directors and officers liability; (d) blanket fidelity and public official bonds; (e) workers' compensation; (f) property and related programs providing coverage for loss or damage to equipment and other personal property used in the course and scope of the functions of LAFCO; and (g) Master Crime. LAFCO shall satisfy its insurance obligation as a paying participant in the County's program of self-insurance and purchased insurance. LAFCO shall comply with all applicable requirements, rules and policies of the County Risk Manager in relation to the provision of insurance, the handling of claims, the charging of premiums, and other administrative responsibilities and functions in the same manner as such rules and policies apply to County agencies and departments. Annually, the County will endeavor to notify LAFCO of any significant change to its insurance coverage.

ARTICLE V – INDEMNIFICATION

County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement. Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

ARTICLE VI – COMPLIANCE WITH LAWS

6.1 **Compliance with Laws**. In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations.

6.2 **Conflict of Interest**. The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Officer of LAFCO and all other LAFCO staff shall not perform any

work under this Agreement that might reasonably be considered detrimental to LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

ARTICLE VII – GENERAL PROVISIONS

7.1 Access to Records/Retention. LAFCO shall have access to any books, documents, papers and records of County 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, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

7.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person; or by deposit in the United States mail, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

LAFCO	**County**
Mail: LAFCO Executive Officer 1754 Second Street, Suite C Napa, CA 94559	Napa County Chief Executive Officer 1195 Third Street, Suite 310 Napa, CA 94559
E-Mail: bfreeman@napa.lafco.ca.gov	ryan.alsop@countyofnapa.org

7.3 Independent Contractor. County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the

method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

7.4 Waiver. 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.

7.5 Confidentiality. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

7.6 Assignments and Delegation. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by LAFCO, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that LAFCO may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. LAFCO may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

7.7 Authority to Contract. LAFCO and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

7.8 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.

7.9 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.

7.10 Amendment/Modification. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only LAFCO, through its Chair or, where permitted by law and LAFCO policy, through its Executive Officer, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

7.11 Interpretation. The headings used herein are for reference. 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. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce 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.

7.12 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.

7.13 Entire Agreement. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

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

"LAFCO":

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By _____
LAFCO Chair

ATTEST: _____,
LAFCO Executive Officer

APPROVED AS TO FORM:
LAFCO Legal Counsel

By_____

By _____

"County":

COUNTY OF NAPA, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

ATTEST: NEHA HOSKINS,
Clerk of the Board of Supervisors

APPROVED BY THE BOARD
OF SUPERVISORS:

By _____

Date_____

APPROVED AS TO FORM: SHERYL BRATTON, Napa County Counsel
By _____

Processed by:
_____
Deputy Clerk of the Board

ATTACHMENT A-1
Job Class Specifications

[Attach LAFCO Executive Officer Class Specification]

[Attach LAFCO Assistant Executive Officer Class Specification]

[Attach LAFCO Staff Analyst I Class Specification]

[Attach LAFCO Staff Analyst II Class Specification]

[Attach LAFCO Clerk Class Specification]/Junior Staff Analyst]

ATTACHMENT A-2

PROVISION OF MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. SCOPE OF SERVICES

The Napa County Chief Executive Officer (NCEO) shall provide, at a minimum, the following services to LAFCO under this Attachment:

(a) **Administration and Supervision:** NCEO shall administer and supervise all County departments or divisions providing services to LAFCO.

(b) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year. Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the then-current rate charged by the County.

2. STAFFING

In providing the above services, County shall provide LAFCO with the services of the following specific County staff or positions:

- **Administration and Supervision:** County Executive Officer and Assistant County Executive Officer

3. NCEO CONTACT:

Mail: Napa County Chief Executive Office
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Email: Rebecca.craig@countyofnapa.org

ATTACHMENT A-3

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY AUDITOR-CONTROLLER

1. SCOPE OF SERVICE

Under the financial and policy direction of LAFCO, County (through the Napa County Auditor-Controller, hereinafter referred to as "Auditor") shall provide LAFCO with the following services relating to LAFCO financial operations:

- Accounts payable, purchasing and contract payment processing services
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of LAFCO's budget
- Accounting services
- Payroll services
- Audit services upon request by LAFCO
- Assistance in determining the apportionment of costs and collection of payments in support of LAFCO pursuant to Government Code Section 56831.
- Audit services requested by LAFCO

2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

(a) The LAFCO Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.

(b) All expenditures made from this Fund will be in accordance with the legally adopted budget as approved by the LAFCO Commission.

(c) At LAFCO's request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of LAFCO, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

3. AUDITOR CONTACT:

Mail: Tracy Schulze
Napa County Auditor-Controller
1195 Third Street, Suite B-10
Napa, California 94559

E-mail: tracy.schulze@countyofnapa.org

ATTACHMENT A-4
PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES AND RECORD MANAGEMENT SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. TELECOMMUNICATION SERVICES

The Napa County Executive Officer, through the Communications Division shall provide LAFCO with installation, maintenance and repair of, and maintenance of service records and inventory for, all telecommunications equipment involved in any of the following systems used by LAFCO:

- telephone systems, including voice mail
- data cabling and terminations
- CCTV monitors and cameras
- intercom and PA systems
- all wireless communications, i.e. pagers, cellular phones, two-way radios, security alarm systems

2. MAIL SERVICES

The Napa County Executive Officer shall provide the following mail services to LAFCO:

- Pickup, delivery of all interdepartmental (LAFCO) and County/LAFCO internal mail
- Pickup, metering and delivery to the Post Office of all LAFCO outgoing USPS mail

3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS

The Napa County Executive Officer, through the records management division, shall provide LAFCO with records management services for LAFCO records, including storage, retrieval and interfiling of LAFCO records at the Napa County Records Center; destruction of LAFCO records stored at the Napa County Records Center when such destruction is authorized by LAFCO; and shall assist LAFCO in developing policies and procedures that increase the efficiency and effectiveness by which LAFCO records are archived, retrieved and disposed.

4. INFORMATION TECHNOLOGY SERVICES

COUNTY shall provide LAFCO with COUNTY personnel to perform the following services and functions for LAFCO, including access to the products and product licenses noted:

Napa County ITS shall provide a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through the ITS ticketing system. ITS shall

create a requirements document for customer approval prior to ITS performing any significant work. Purchases of products or licenses for applications not noted in this Exhibit shall be made by LAFCO by separate agreement with COUNTY or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

Included Services:

Countywide network connectivity: provide connection to COUNTY WAN (wide area network) to facilitate access to COUNTY datacenter and Internet. COUNTY reserves the right to restrict internet access to appropriate uses. Examples of inappropriate uses include, but are not limited to, activities that would weaken the COUNTY's security, violate COUNTY policy or increase the use of COUNTY bandwidth that results in impacts to COUNTY's services, including additional costs, slower access to users of the COUNTY system, or impacts of similar magnitude. LAFCO is responsible for any cost associated with connection from LAFCO to COUNTY infrastructure (LAN/WAN).

Infrastructure Support: Troubleshooting and support of LAFCO access and use of COUNTY LAN/WAN.

COUNTY Network & Server Administration and Monitoring: 24/7 automated network monitoring with on call emergency technician to respond to critical service outages.

File Services: File system server storage space and management. IE, H: drives. Daily backup of supported data and systems, fault tolerance, and data recovery services of all data located at COUNTY Data Center(s).

Endpoint Protection: Monitor and protect supported endpoints, including desktops, laptops, and servers against cyber threats.

Print Services: Printer and print queue management of COUNTY supported printers.

Email service including access to County address book.

Cybersecurity: COUNTY'S cybersecurity services will be used to protect and recover LAFCO technology assets that are managed by COUNTY and hosted on COUNTY premises from cyber incidents.

Internet Access: Access to the Internet will be restricted to business use only. Nonbusiness sites and activity, including access to sites that may possibly contain improper content, deemed a security or privacy risk, or other such designations will be restricted.

Enterprise Resource Planning (ERP): Access to PeopleSoft Financial and HRMS (Human Resource Management Systems), including time and labor, project costing, purchasing, etc.

Enterprise Content Management: Access to document management systems to manage digital content. This includes eform solutions to automate internal and external forms.

Remote Access: Provide secure remote access to COUNTY technology resources. Remote access is restricted to that which is allowed per COUNTY security and privacy policies and agreements.

Helpdesk: Provide Helpdesk phone access from 7:00 a.m. to 5:00 p.m., Monday thru Friday. Limited on-call phone access will be available 24/7 via after-hours via voice mail. COUNTY will provide a (non-emergency) IS Helpdesk Intranet site for problem reporting, system status, product purchasing, training class registration and self-help resources.

Training Center: Dedicated 16 seat plus instructor PC training room. Multimedia room with overhead projector for training/presentations. LAFCO can schedule and use the facility for any type of training/meetings/etc. Training courses and associated costs are not included in this agreement.

Internet Site Hosting and Development: Hosting Services for Napa 'ITS developed' Internet and Intranet Web Sites. Access to Chardonnay for enterprise intranet, SharePoint "My Site" for personalized information. Full backup and recovery services, security, virus/phishing, and firewall services of Hosted Web Sites. WEB monitoring, filtering, reporting and statistics.

Identity and Access Management: User account provisioning and access management to technology resources managed by COUNTY.

Access to Enterprise Systems and Data: Property, recorded documents, GIS data, etc.

Hosting services for LAFCO applications/services at COUNTY data center(s): Physical server management, hardware management, operating system management, endpoint protection, lifecycle management, patches, service packs, tape backup, disaster recovery, third party vendor coordination, UPS and generator, , 24/7 monitoring.

Geographical Information Systems (GIS): Turnkey GIS services including training, user support, and access to the enterprise spatial data warehouse and web applications. Limited map production services. Large-format plotters. Data hosting, management and distribution.

Pre-approval of Technology Purchases: All LAFCO technology systems intended to be installed within COUNTY technology assets and/or supported by COUNTY must be reviewed and pre-approved by COUNTY prior to LAFCO purchase.

Limitations to this agreement: Services provided by COUNTY are limited to only those technologies that COUNTY is deemed capable and trained to provide and that is residing on or connected to the COUNTY network infrastructure. Any LAFCO technology assets not deemed to be sufficiently secure and not placed on COUNTY network will be excluded from this agreement. Additionally, any services, hardware, process, or system implemented by LAFCO that does not meet and/or comply with any 'in effect' standards and/or COUNTY prescribed best practices will be excluded from this agreement. COUNTY will, unilaterally, have final authority on any discussions regarding the meaning of any terms contained within this agreement.

Third-party hosted applications purchased by LAFCO that create an unacceptable risk to COUNTY will not be integrated with COUNTY technology.

What is not included in the services contracted unless specifically addressed in the agreement and the cost allocation method:

Because physical location is not at the discretion of the County Board of Supervisors, network connectivity installation costs will be solely the responsibility of LAFCO.

COUNTY will not support nor install any non-COUNTY standard technology deployed by LAFCO independent from COUNTY ITS approval and acceptance.

LAFCO will not deploy non-COUNTY approved and/or non-COUNTY standard technology, software, database, peripheral devices, mobile device, wireless devices, or any other technology asset on COUNTY owned equipment without approval of COUNTY ITS. Any deviation from this requirement will be considered a material breach of this agreement.

Servers hosted at LAFCO or LAFCO servers that are non-COUNTY standard operating systems and applications will not be supported by COUNTY ITS nor will they be physically connected to COUNTY infrastructure without written approval from COUNTY ITS.

COUNTY ITS will disconnect and/or make any LAFCO device, software, or device/software configurations that attached to or communicate through the COUNTY network unusable if COUNTY ITS deems such action necessary to protect the security and/or integrity of COUNTY operational assets including any device or software that impact the operational status of COUNTY users, as a whole. This is at the sole discretion of COUNTY ITS.

COUNTY ITS does not service any non-COUNTY asset including non-COUNTY PC's and printers nor allow non-COUNTY assets to be physically connected to COUNTY infrastructure. ITS may supply LAFCO with software such as VPN or Terminal software that allows secure connection through the Internet to COUNTY network in support of the agreement.

Web sites developed and supported by outside vendors will not be allowed to be hosted on COUNTY Web servers.

LAFCO must provide their own DSL (or other type connection) outside of COUNTY network

traffic for any bandwidth intensive processes or applications such as video conferencing.

Training course costs and other associated training costs are not included in this agreement.

LAFCO is responsible for all data and telecom wiring at their location. If COUNTY ITS is available to provide such services, then materials and labor will be billed to LAFCO outside of this agreement.

Security and Acceptable Use Obligations

1. **Compliance with Security Policies**
   LAFCO agrees to comply with all applicable security policies, procedures, and guidelines provided by the COUNTY concerning the use, protection, and management of the COUNTY'S information, technology systems, and any data housed therein. This includes adhering to industry-standard security measures, such as password protection, encryption, and multi-factor authentication where applicable.
2. **Acceptable Use of Technology Assets**
   LAFCO acknowledges and agrees that any access to, or use of, the COUNTY'S owned or managed technology assets, including but not limited to computers, servers, networks, cloud services, mobile devices, and other related infrastructure, shall be governed by the COUNTY'S Acceptable Use Policy ("AUP"), which may be updated from time to time.
   a. LAFCO shall use the COUNTY'S technology assets solely for authorized business purposes and in a manner that complies with all applicable laws, regulations, and COUNTY policies.
   b. Unauthorized access, modification, destruction, or disclosure of any information or systems is strictly prohibited and shall be considered a breach of this Agreement.
3. **Security Incidents**
   In the event of any security incident or breach involving the COUNTY'S technology assets or data, LAFCO shall promptly notify the COUNTY in accordance with the COUNTY'S incident reporting procedures and fully cooperate with any investigation or remedial actions undertaken by the COUNTY.
4. **Ongoing Review and Updates**
   LAFCO agrees to review and acknowledge updates to the COUNTY'S security policies and procedures as they are made available. Continued access to and use of the COUNTY'S technology assets constitutes acceptance of any modifications to such policies.
5. **Consequences of Non-Compliance**
   Any failure by LAFCO to comply with the COUNTY's security policies, acceptable use guidelines, or procedures may result in the immediate suspension or termination of access to the COUNTY'S technology assets, as well as any other remedies available to the COUNTY under this Agreement or applicable law.

5. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because LAFCO shall be responsible for directly purchasing any systems and

equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. NCEO/DIVISION CONTACT:

Mail: Napa County Executive Officer
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Email: ryan.alsop@countyofnapa.org

ATTACHMENT A-5

PROVISION OF PERSONNEL SERVICES TO LAFCO BY THE HUMAN RESOURCES DIVISION OF THE NAPA COUNTY EXECUTIVE OFFICE

1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office shall provide the following services to LAFCO within the financial, personnel and policy guidelines established by the LAFCO Commission, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The Chief Human Resources Officer shall act to oversee and carry out the following services upon direction by the LAFCO Commission:

- ***Recruitment and selection***: shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of LAFCO), screening of applications, and development of a hiring list.

- ***Personnel transactions(PA)***: shall include implementation of PAs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the LAFCO Commission, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve LAFCO, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the LAFCO Executive Officer.

- ***Labor Relations***: shall include implementing salaries and other terms and conditions of compensation and performance established for LAFCO staff by the LAFCO Commission, so long as such implementation is consistent with and not in conflict with County policies and regulations; negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.

- ***Training****:* shall include County workshops and required trainings for employees and supervisors when attended at LAFCO direction by LAFCO employees or by County employees whose primary responsibilities involve providing services to LAFCO.

- ***Staffing***: HR shall provide staffing as requested by LAFCO and agreed to by County, including staff as described in Section 1.2 of the Agreement.

2. HR CONTACT:

Mail: Human Resources Director
Suite 110, Co. Admin.Bldg.
1195 Third Street
Napa, California 94559

Email: Christine.briceno@countyofnapa.org

ATTACHMENT A-6

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY TREASURER-TAX COLLECTOR

1. SERVICES TO BE PROVIDED

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide LAFCO with banking and investment services on a cost pass-through basis. The scope of services shall include:

- Banking services for LAFCO funds, including warrant processing and bank reconciliation.
- Portfolio Management for all LAFCO accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify LAFCO within three (3) working days of receipt of all funds received and deposited into the LAFCO Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) LAFCO shall be permitted electronic access through County's PeopleSoft computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

2. STAFFING TO BE PROVIDED

Treasurer staffing may include:

Service	Position
Banking Services	Account Clerk I-II
Portfolio Mgmt	Treas/Tax Collector Treasury Supervisor Senior Account Clerk Account Clerk II

3. TREASURER CONTACT:

Mail: Bob Minahen
Napa County Treasurer-Tax Collector
1195 Third Street, Room 108
Napa, California 94559

Email: Bob.minahen@countyofnapa.org

ATTACHMENT B

Direct Staff Services:

All county staff services provided to LAFCO shall be charged at the current fully loaded hourly rate for each position and shall be billed to LAFCO.

Indirect Services:

In addition to staff time, LAFCO shall reimburse County for the following services:

Materials Provided (e.g., telecommunication, postage) – charged at cost

Document shredding – charged at cost

Recruitment Advertising – charged at cost

Training services - shall be prorated by the ratio of the attendees who are LAFCO employees or County employees primarily providing LAFCO services to the total number of attendees during each training hour for which reimbursement is sought.

County Auditor Voucher Rates – charged at current rates charged to other public entities

County Auditor Payroll Warrants – charged at current rates charged to other public entities

ITS Annual Service – charged at current allocation rate charged to County departments which is based on number of employees and equipment

a. Payment.
   The Annual Fee shall be payable in arrears on or before the first of the month preceding the quarter of service, with the payable monthly rate being 1/4 of the annual rate in effect on the first date of the quarter of service.

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:** 8/19/2025 | **File ID #:** 25-1428

TO: Board of Supervisors

FROM: JC Greenberg - Deputy Fire Chief

REPORT BY: J.R. Rogers - Fire Administrator

SUBJECT: Sole Source Award for Two Type II Engines

RECOMMENDATION

Approve a waiver of competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus to purchase two Type II Engines, due to technical compatibility requirements. (Fiscal Impact: $1,795,000 Expense; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The Fiscal Year 2025-26 Recommended Budget included $1,795,000 for two Type II Engines. The County Fire Department requests authorization to purchase two new engines from Golden State Fire Apparatus/Pierce Manufacturing without securing competitive bids. The apparatus will replace County Engine Numbers 8121 and 8125.

The Department has established Pierce brand engines as standard firefighting equipment. The engines have proven to be more reliable and less expensive to maintain than other manufactures' engines. Service records indicate that the Pierce engines have fewer maintenance problems and, consequently, fewer out-of-service hours and maintenance costs. Standardizing equipment enables the Department to standardize the training to increase efficiencies during emergency operations and standardize maintenance software and required equipment.

Requested Actions:

1. Approve a waiver of competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus for the purchase of two new Pierce Type II Engines in the amount of $1,795,000 pursuant to County

Ordinance Code section 2.36.090 due to technical compatibility requirements.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund (2100)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Current fire apparatus owned and operated by the County Fire Department is manufactured by Golden State Fire Apparatus/Pierce. The Department would like to purchase the replacement engines from Golden State Fire Apparatus/Pierce. This aids in standardizing equipment and training to increase efficiencies during emergency operations and standardizes the maintenance software/equipment required.
Is the general fund affected?	No
Future fiscal impact:	The cost of maintaining the apparatus would be supported by the Fire Fund (2100).
Consequences if not approved:	The Department would go through the standard bidding process and possibly recommend purchase of non-compatible equipment.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations title 14, section 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:** 8/19/2025 | **File ID #:** 25-1446

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Agreement with Napa County Airport

RECOMMENDATION

Approve and authorize Memorandum of Agreement No. 260105B with the Napa County Airport and Napa County Fire Department for the lease of an unused hangar at 2500 Airport Road to use as a temporary fleet maintenance facility. (Fiscal Impact: $129,740 Expense; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Fire Department (NCFD) owns and operates over 90 pieces of rolling stock equipment. The equipment is maintained by a Fleet Equipment Manager (FEM) and three Heavy Equipment Mechanics (HEM) that are provided for within the Cooperative Fire Agreement with CALFIRE. Historically the HEMs have operated out of the CALFIRE Fleet Maintenance shop located in St. Helena in cooperation with the FEM and CALFIRE HEMs.

In 2018, the CALFIRE Fleet Maintenance shop caught fire and burned. The facility is now unusable. CALFIRE has sought to rebuild the facility in the same location, however for various reasons the rebuilding has been subject to delays. CALFIRE is on track to rebuild the facility in the coming years.

Without a facility, the HEMs have had to operate and fix equipment out of their service trucks, typically without cover and in the elements. This has limited them to light maintenance and requiring heavier duty equipment fixes to be outsourced to other shops and vendors. In Fiscal Year 2024-25 these services have cost more than $500,000, much of which could have been completed in house. This process has added to the overall expense and down time to apparatus often leaving the fleet with few reserve apparatus. Further the mechanics are subject to inclement weather, which also limits the abilities and timelines for equipment repair.

In November 2024, NCFD set out to find a suitable facility to lease on a short-term contract to use as the shop. The FY 2025-26 budget includes the cost of a rental facility. NCFD and the Napa County Airport have developed a short-term solution to allow the NCFD fleet to be repaired in a currently unused hangar while the CALFIRE Fleet Maintenance shop is rebuilt. This includes access to the airport and an approximately 13,000 sq ft hangar as a temporary shop. Some tenant improvements will be required that will be funded by NCFD. This will allow the HEMs to work indoors and at a central location providing the majority of fire fleet equipment needs inhouse.

REQUESTED ACTION:

1. Approve and authorize Memorandum of Agreement No. 260105B with the Napa County Airport and Napa County Fire Department for the lease of an unused hangar at 2500 Airport Road to use as a temporary fleet maintenance facility with an annual lease of $129,740.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Fire Department fleet priority
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If the Agreement is not approved Napa County Fire will continue to outsource fleet repairs at significant 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 AGREEMENT NO. 260105B
By and Between Napa County Fire Department and
Napa County Public Works Department

SUBJECT: Fire Equipment Repair Space at Napa County Airport

PURPOSE: To provide satisfactory interim accommodations for fire equipment repair

EFFECTIVE DATE: August 19, 2025

WHEREAS, Napa County owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as "Airport;" and operates the Airport as an Enterprise Fund within the Public Works Department for both operating expenses and capital development costs; and County is obliged to act in accordance with the State of California airport operating permit and Federal Aviation Administration grant assurances; and

WHEREAS, Napa County has established a Fire Department which operates through a Fire Fund for both operating expenses and capital development costs to support a wide area of responsibility acting as a first responder to the outbreak of fires and emergency medical incidents, managing existing and future fire risk for property and buildings, and serving as a mutual aid agency; and

WHEREAS, the Napa County Fire Department has an urgent requirement for fire equipment repair facilities to support response functions of the Department; and

WHEREAS, the Napa County Public Works Department desires to work with the Napa County Fire Department to provide space at the Airport within County facilities located at 2500 Airport Road, Napa, CA 94558; and

WHEREAS, to meet these mutual goals, the Napa County Public Works Department and the Napa County Fire Department hereby enter into this Memorandum of Agreement (MOA) as of the effective date; and

WHEREAS, Napa County Fire Department and Napa County Public Works therefore agree as follows:

1. LESSEE:
    a. Napa County Fire Department ("Fire" or "Lessee").

2. LESSOR:
    a. Napa County Airport Enterprise will serve as Lessor ("Lessor" or "Airport Division").

3. PREMISES:
    a. General aviation hangar with office located at 2500 Airport Road, Napa, CA 94558 totaling approximately 13,134 square feet (sf), of which 2,286 sf is unoccupiable and unusable.

b. Non-exclusive use of paved apron area north of 2500 Airport Road to the edge of the non-exclusive taxilane. Lessor will advise of the need for airport use of the paved apron for aircraft parking with one (1) business day notice.
c. The total area of the premises is approximately 35,000 sf.
d. Fire accepts the Premises in their present "as is" condition. Fire acknowledges and agrees that Lessor makes no representation or warranty as to the condition of the Premises, whether as to patent, latent or other defects and general condition.
e. Lessor has no obligation to repair the Premises or replace any component or part thereof, whether or not affixed to the building, except as otherwise stated herein.

4. ACCESS TO PREMISES BY FIRE:
   a. Facility access will be permitted 24 hours each day, seven days each week through Gates 4 and 6.
   b. Fire personnel will coordinate with Airport Division Operations at any time or circumstance that Fire equipment will traverse the non-movement taxilanes or aprons of the Airport Operations Area (AOA).
   c. Fire may access the property at no cost, until Section 17. Tenant Improvements are complete and Section 5. Agreed Use commences.

5. AGREED USE:
   a. Fire shall use the Premises for maintaining and repairing fire equipment and other non-emergency administrative duties. s

6. USE RESTRICTIONS:
   a. The Premises has no access to the general public and is not intended to be public facing. Any guests or service providers will need to be escorted by Fire. The Napa County Airport is an access-controlled facility.

   b. Fire personnel shall be trained and shall follow all protocol to work safely and securely in the Air Operations Area (AOA) of the Airport and in the non-movement area of the airfield.

   c. The Premises will only be used for fire equipment maintenance and repair and will not be used for any other purpose (e.g., public meetings, business with public parties, intra- or inter-agency meetings, social gatherings, parties, fund raisers, retirements, or special events).

   d. The Premises shall not be used by Fire for salvaged equipment storage or bulk hazardous material storage conflicting with the spill prevention and countermeasures control plan on file.

   e. The Premises will not be used as a training space for fire units.

   f. Except for Fire's normal response to any emergency occurring at the Airport and uses expressly permitted by this MOA, any other use of the Airport, including for non-emergency Fire training, shall be coordinated and scheduled separately.

7. USE OBLIGATIONS:
    a. Fire shall prepare a Storm Water Pollution Prevention Plan (SWPPP) compliant with the Airport's SWPPP and the best management practices of the Airport's general industrial discharge permit issued by the State.
    b. Fire shall use the facility in compliance with hazardous material handling and storage requirements. Fire shall have sufficient protection measures and extinguishers available onsite as necessary.
    c. Fire shall operate to not adversely affect the Lessor's Wildlife Hazard Management Plan (WHMP) for the control of bird and animal habitat & food sources that affect aircraft.

8. TERM:
    a. The initial term shall be (3) years commencing on the effective date.

9. OPTION PERIOD:
    a. Lessor offers two (2), one-year options to extend the MOA term after the initial term. Fire shall notify Lessor of its intent to exercise each option prior to the expiration of the then-current term.
    b. At least ninety (90) days prior to the end of the second option, the parties may negotiate for a new Memorandum of Agreement under mutually agreeable terms. Nothing in this paragraph shall be construed as a guarantee that new MOA terms will be reached or that a new MOA will be entered into.

10. BASE RENT:
    a. THIRTY-TWO THOUSAND AND FOUR HUNDRED THIRTY-FIVE DOLLARS ($32,435) per quarter for the described Premises.

11. PAYMENT
    a. Lessor will submit a quarterly journal of amounts due, to include Base Rent and the cost of Other Services, for Fire to review and approve. Fire shall make a good faith effort to ensure payment is transferred to Lessor within the same calendar month that the quarterly journal is received. The parties acknowledge and agree that payment for the final quarter of each fiscal year must be transferred within that same fiscal year; in this regard, Lessor will endeavor to provide the journal of amounts due as early as practicable and Fire will make every effort to ensure the transfer of payment is timely made.

12. BASE RENT INCREASES:
    a. As of July 1, of each year, the Base Rent shall be increased by three percent (3.0%) and shall increase by three percent (3.0%) for each following year thereafter, including any option period or period of holdover.

13. UTILITIES:
    a. Fire, at Fire's expense, shall be responsible for all existing utility costs and fees, including telephone and internet services.
    b. Fire shall arrange and pay for regular janitorial services and waste collection.

14. OTHER SERVICES:
    a. In addition to the Base Rent, Fire shall pay Lessor, at adopted rates for staff and equipment, for any additional services requested of Lessor by Fire.

15. LESSOR'S OBLIGATIONS: Lessor shall be responsible for the following obligations to keep the Premises functional and in good working order:
    a. Aircraft apron asphalt repair.
    b. Major maintenance or repair of hangar structural components (subject to authorized budget limits and available staff scheduling.)

16. LESSEE'S COSTS AND OTHER OBLIGATIONS: Lessee shall be responsible for the following costs and obligations:
    a. Maintenance, repairs, or replacements of hangar facility systems including but not limited to roof, hangar doors, utility distribution, heating and air conditioning systems, and vehicle parking area pavements subject to authorized budget limits and available staff scheduling.
    b. Exterior landscaping and weed abatement.
    c. All interior maintenance, repairs, or replacements.
    d. Fire shall, at the expiration or termination of this MOA, surrender the Premises to Airport in the condition received (fair wear and tear and acts beyond the control of Fire excepted).

17. TENANT IMPROVEMENTS TO BE PERFORMED BY LESSOR:
    a. As an additional resource, office furniture located at the Airport that is unused at the time of entering into this MOA may be selected by Fire and moved into the premises and arranged by Fire.
    b. Repair the large corner roof leak at Lessor's cost.
    c. Remove birds and nests from hangar.
    d. Install lighting upgrade, including LED lights in open bay area of hangar.

18. TENANT IMPROVEMENTS TO BE PERFORMED BY LESSEE:
    a. Fire to provide furniture (other than inventory accepted from Airport), maintenance equipment, fixtures, telephone, internet, and County connectivity (though County ITS), flooring, technology, workbenches, and every other item needed or desired to serve its employees.
    b. Remove existing bird feces and mold from hangar.
    c. Pay cost to Lessor for Lessor's installation of lighting upgrade.

19. SIGNAGE:
    a. Fire and Lessor will coordinate signage for deliveries and identification.

20. NOTICES:
    a. Notices shall be sent to the addresses listed below by interoffice mail or first-class mail and a courtesy copy shall be sent by email. Notice shall be effective three (3) business days after the notice is placed in the mail, whether interoffice or US mail.

Lessor: Airport Manager
Napa County Airport
2000 Airport Road
Napa, CA 94558
infoairport@countyofnapa.org
mark.witsoe@countyofnapa.org

Fire: Fire Chief
Napa County Fire Department
951 California Blvd
Napa, CA 94559
firedepartment@countyofnapa.org

Either party shall update its notification address by notifying the other party in writing of such change.

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: July 29, 2025 PL No. 1347971	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Exhibit A



Space Utilized
Hanger – 10,000 sq ft
Office Utilized – 848 sq ft
*Remaining sq ft is unusable and not contemplated in rental agreement.

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:** 8/19/2025 | **File ID #:** 25-1285

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Jennifer Ivancie, Staff Services Analyst

SUBJECT: Agreement No. 260055B with On The Move, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260055B with On The Move, Inc., for the term Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $50,000 per fiscal year to provide On-the-Job Training opportunities to qualified participants enrolled in the County's Health and Human Services Agency Self Sufficiency Services work experience program. (Fiscal Impact: $50,000 Expense, Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

The On-the-Job Training (OJT) program, as provided by the County's Health and Human Services Agency's (HHSA) Self Sufficiency Services (SSS) Division, provides training and employment opportunities to adults and youth who are enrolled in Welfare to Work (WTW), Expanded Subsidized Employment (ESE), and/or CalFresh Employment and Training (CFET) programs.

These programs are designed to help participants reduce significant barriers to self-sufficiency which include trauma, homelessness, substance abuse and mental health issues, and lack of education, health care, financial resources, and familial involvement and support. The goal of these programs is to assist participants with attaining permanent, unsubsidized employment.

Under this Agreement, On The Move, Inc. (OTM) will provide employment and occupational training to enrolled participants that SSS staff have identified would benefit, with HHSA's SSS reimbursing the employer for 50% of trainees' wages. The reimbursement is designed to offset the costs for employers bringing candidates on board that are experiencing barriers to employment that may not have the desired work experience or appropriate skill set.

On The Move, Inc., is a local vendor.

Requested action:

Approve and authorize Agreement No. 260055B with On The Move, Inc., for the term Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $50,000 per fiscal year to provide On-the-Job Training opportunities to qualified participants enrolled in the County's Health and Human Services Agency Self Sufficiency Services work experience program.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Self Sufficiency Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While there is no mandate to contract with this vendor, this agreement advances the goals of HHSA's Self Sufficiency Services (SSS) in assisting clients with obtaining employment and training.
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic renewal. Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, participants in HHSA's SSS will be unable to receive training opportunities available under this agreement.

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. 260055B
WORK-BASED TRAINING SERVICES AGREEMENT- PAID

THIS AGREEMENT is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent, hereinafter referred to as "COUNTY", and ON THE MOVE, INC., a California nonprofit, hereinafter referred to as "VENDOR/CONTRACTOR" or "EMPLOYER" whose address is 780 Lincoln Avenue, Napa, CA 94558.

RECITALS

WHEREAS, COUNTY wishes to provide paid work-based training opportunities to participants of Self Sufficiency Services (SSS) who qualify under employment and training programs administered by SSS.

WHEREAS, VENDOR/CONTRACTOR is willing to provide occupational training and employment for TRAINEEs designated under this Agreement in consideration of reimbursement up to the percentage shown in Attachment B of the TRAINEE's wage rate to compensate VENDOR/CONTRACTOR for the extraordinary costs associated with occupational training.

NOW, THEREFORE, COUNTY and VENDOR/CONTRACTOR agree to provide a subsidized employment and/or training opportunity in accordance with the Terms and Conditions that are attached and incorporated by reference herein.

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

NAPA COUNTY, a political subdivision of the State of California	**VENDOR/CONTRACTOR**
By _____ **ANNE COTTRELL, Chair of the Board of Supervisors**	Alissa dy Abdo **ALISSA ABDO, Executive Director**

Maximum Amount of this Agreement: $50,000 per fiscal year	**APPROVED AS TO FORM BY NAPA COUNTY COUNSEL**
Term Expires: June 30, 2026	Date: July 23, 2025
Automatic renewal of term is modified.	Name: *Douglas Parker (via e-sign)*

TERMS AND CONDITIONS

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Napa County Health and Human Service Agency (HHSA) Self Sufficiency Services (SSS).

1.2 ‘‘Director" shall mean the person appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: The Contracts Manager or such other person as designated by the Department Director.

1.4 "Program Manager" shall mean the Self Sufficiency Manager over the Employment and Training Services programs embedded in SSS.

1.5 The address for COUNTY's Contract Administrator shall be: Napa County Health and Human Services Agency, 2751 Valley Corporate Drive, Building B, 2nd Floor, Napa CA 94559.

1.6 The address and Contact Person for VENDOR/CONTRACTOR shall be: Alissa Abdo, 780 Lincoln Ave, Napa CA 94558.

1.7 VENDOR/CONTRACTOR is a ☐ sole proprietor ☐ partnership ☐ LLC corporation ☒ non-profit

SECTION 2. Term of the Agreement

2.1 Term

The term of this Agreement shall commence on the date first written on page 1 and shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2030,** under the same terms and conditions, unless terminated earlier in accordance with Sections 3.11 (Termination for Cause), 3.10 (Termination for Convenience) or 3.3 (Economic Interests).

2.2 Obligations Extending Beyond Term

The obligations of the parties under Sections 3.21 (Insurance) and 3.22 (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 VENDOR/CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Sections 3.5 (Disclosure of Confidential Information), 3.20 (Legal Relationship/Taxes) and Attachment A, Section 2.4 (Access to Records).

SECTION 3. Terms and Conditions

3.1 **Scope of Services.** VENDOR/CONTRACTOR (hereinafter "VENDOR/CONTRACTOR" or "EMPLOYER") enters into this Agreement with COUNTY to provide job training and/or

subsidized employment to the participant identified in Attachment B (hereafter “TRAINEE”). This includes occupational skills training and services in accordance with Agreement.

3.2 Personnel

3.2.1 VENDOR/CONTRACTOR, as the EMPLOYER, represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with COUNTY.

3.2.2 EMPLOYER acts as an employer and agrees and represents that at all times during the training period covered by this Agreement:

a. TRAINEE shall be on the payroll of EMPLOYER.
b. TRAINEE shall be provided benefits including worker’s compensation and insurance coverage and working conditions at the same level, and to the same extent as other TRAINEEs or employees working a similar length of time and doing the same type of work.
c. TRAINEE shall be paid a full salary by EMPLOYER through regular pay procedures and shall be compensated at the same rates, including periodic increases, as TRAINEEs or employees who are similarly situated in similar occupations by EMPLOYER and who have similar training, experience and skills.
d. TRAINEE shall be treated in all respects as a regular employee of similar classification and shall be subject to all ordinary and customary rules, requirements and policies.
e. The "Hourly Wage" listed in Attachment B shall represent the minimum starting salary, or the maximum reimbursable amount, if the minimum starting salary is greater than the maximum reimbursable amount, and shall be deemed to be compensation for work performed, but shall not include tips, commissions or bonuses.

3.2.3 Hire-First Provisions. The TRAINEE shall be hired by EMPLOYER at the start of training and reimbursement. The EMPLOYER will not be reimbursed prior to contract approval date, or if the master contract has already been approved, the EMPLOYER will not be reimbursed prior to the COUNTY approval of Attachments B and D.

3.2.4 TRAINEE Information. EMPLOYER shall furnish the TRAINEE, upon commencement of training, with a copy of the training outline and training schedule and discuss mutual expectations.

3.2.5 Grievance Procedures. EMPLOYER shall provide the TRAINEE the right of access to EMPLOYER's grievance process and, if covered by collective bargaining, the applicable grievance process contained therewith. If EMPLOYER does not have a grievance process, EMPLOYER agrees to use COUNTY’s grievance process. The TRAINEE shall have the right after being processed through EMPLOYER's grievance process to appeal its ruling to COUNTY, and ultimately, the State of California. EMPLOYER will not impose any penalties to the TRAINEE for having filed a grievance.

3.2.6 Termination of TRAINEE: EMPLOYER shall not terminate the TRAINEE without prior notice to the TRAINEE, and reasonable opportunity for correction or improvement of performance is given. EMPLOYER shall immediately notify the Program Manager if the TRAINEE has an attendance or disciplinary problem, or has demonstrated an inability to perform. The EMPLOYER understands that the termination of TRAINEE is subject to the grievance procedures of the COUNTY.

3.2.7 Displacement of Currently Employed Workers. No currently employed worker of EMPLOYER shall be displaced by the TRAINEE, including a partial displacement such as a reduction in the hours, wages, or employment benefits. TRAINEE shall not be placed into a position which is currently vacated by an employee who is on layoff or into a position in which EMPLOYER has terminated the employment of an employee with the intention of filling the position with a TRAINEE This Agreement shall not infringe in any way upon the promotional opportunities of current employees.

3.2.8 Disallowed Payments. Reimbursement shall not be claimed for time in which the TRAINEE is absent from employment. This shall include authorized paid absences such as holidays, sick days, or vacation days. No overtime rate shall be reimbursed. All reimbursed hours must be paid at regular hourly rate.

a. CalWORKs Discontinuation: In the event that TRAINEE is discontinued from CalWORKs for reasons other than income from this employment opportunity, paid wages will not be reimbursable after discontinuation from CalWORKs benefits. In such event, EMPLOYER will be notified immediately.

3.2.9 Labor Dispute/Hiring Certification. In signing this Agreement, EMPLOYER certifies that:

a. The training to be provided under this Agreement shall not be considered typical onboarding for new employees. The training provided may exceed the level of training that is normally provided to new employees;
b. It is not involved in, or affected by a labor dispute; and
c. TRAINEE hired under this Agreement may not otherwise have been hired in the absence of this Agreement.

3.2.10 EMPLOYER, without additional expense to COUNTY, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state (including OSHA) and municipal laws, codes and regulations. EMPLOYER shall be similarly responsible for all damages to persons or property that occur as a result of EMPLOYER fault or negligence. EMPLOYER will maintain appropriate standards for health and safety in work and training situations and shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place EMPLOYER in default of the terms of this Agreement.

3.3 Economic Interests

3.3.1 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. VENDOR/CONTRACTOR warrants that it is unaware of any financial or economic interest of any public officer or County employee relating to this Agreement. VENDOR/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 VENDOR/CONTRACTOR under this Agreement.

3.3.2 Conflict of Interest. No officer, employee, or agent of VENDOR/CONTRACTOR who exercises any function or responsibility in connection with this Agreement shall use their office or confidential information received through their employment or office to obtain financial gain for themselves or others, particularly those with whom they have family, business, or other ties.

3.4 Program Forms

All TRAINEES performing under this Agreement will be identified in an Attachment D, Work Based Training Participant Plan.

3.5 Disclosure of Confidential Information

3.5.1 VENDOR/CONTRACTOR shall maintain the confidentiality of any information regarding the TRAINEE, or their family members, which may be obtained through application forms, interview, tests, or any other source. Such information shall not be divulged without the permission of the TRAINEE and DIRECTOR on behalf of COUNTY, and will be disclosed only as necessary when related to job performance, compliance, or evaluation relating to the Program.

3.5.2 Confidential information shall only be divulged to agencies having responsibilities for monitoring or evaluating contract services and performances and to governmental authorities to the extent necessary for proper contract administration and when required by law.

3.5.3 Sources of confidential participant information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

3.5.4 VENDOR/CONTRACTOR agrees to:

a. Keep all confidential participant information furnished by COUNTY and/or the state in the strictest confidence, and make the information available to its own employees only on a “need-to-know” basis. Instruct all employees with access to COUNTY and/or state information regarding the confidential nature of the information and the sanctions against unauthorized use of disclosures found in the California Civil Code §1798.55, the Penal Code § 502, the California Unemployment Insurance Code § 2111, and the Welfare and Institution Code, § 10850;
b. Store and process confidential information in electronic format, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means. Store hard copy confidential participant data in locked cabinets. Return any confidential information promptly or destroy all copies of derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction;
c. Ensure that all VENDOR/CONTRACTOR staff requesting or receiving COUNTY and/or state confidential information date and sign a confidentiality statement;
d. Promptly return to COUNTY confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the COUNTY; and
e. Accept as stated in this section, In no event shall confidential information be disclosed to any individual outside of VENDOR/CONTRACTOR’s authorized staff, sub VENDOR/CONTRACTORs, service providers or employees.

3.5.5 VENDOR/CONTRACTOR shall designate an individual responsible for overall security and confidentiality of its data and information systems. VENDOR/CONTRACTOR shall immediately notify COUNTY in writing of any changes in that designation. VENDOR/CONTRACTOR's security and confidentiality designee is the person executing this Agreement on behalf of VENDOR/CONTRACTOR, or the following person: John Way if named.

3.6 Union Agreements

This Agreement shall not impair existing collective bargaining agreements, unless the VENDOR/CONTRACTOR, as employer, and the union concur otherwise in writing, or the union fails to respond to written notification requesting its concurrence within thirty (30) days of receipt of notification. VENDOR/CONTRACTOR shall notify COUNTY if a labor dispute occurs during the term of this Agreement.

3.7 Compliance with Laws

VENDOR/CONTRACTOR shall comply with the following:

3.7.1 VENDOR/CONTRACTOR's buildings and surroundings shall pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of VENDOR/CONTRACTOR, shall also meet the standards set forth in rules and regulations of the California Occupational Safety and Health Administration.

3.7.2 VENDOR/CONTRACTOR shall not enroll individuals under 18 years of age in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 to 18 years of age.

3.7.3 VENDOR/CONTRACTOR shall comply with all requirements of Federal, State, and local regulations, rules, laws and policies relating to fair employment practices. VENDOR/CONTRACTOR shall also comply with the Federal Fair Labor Standards Act and California labor laws governing minimum wage and overtime.

3.7.4 VENDOR/CONTRACTOR shall comply with all applicable business licensing, taxation, and insurance legal requirements.

3.7.5 Non-Discrimination/Equal Opportunity.

a. VENDOR/CONTRACTOR shall not engage in discrimination and must comply fully with all applicable laws. VENDOR/CONTRACTOR shall specifically obey the nondiscrimination and equal opportunity provisions of the following laws:
   i. Title VI of the Civil Rights Act of 1964, and as amended, which prohibits discrimination on the basis of race, color and national origin;
   ii. Section 504 of the Rehabilitation Act of 1973, and as amended, which prohibits discrimination against qualified individuals with disabilities;
   iii. The Age Discrimination Act of 1975, and as amended, which prohibits discrimination on the basis of age; and
   iv. Title IX of the Education Amendments of 1972, and as amended, which prohibits discrimination on the basis of sex in educational programs.

b. Equal Employment Opportunity. VENDOR/CONTRACTOR shall 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 Chapter 60). By executing this Agreement, VENDOR/CONTRACTOR also assures that it will comply with the nondiscrimination and equal employment opportunity provisions of federal nondiscrimination requirements referenced in 29 Code of Federal Regulations Part 37.

c. VENDOR/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.

3.8 Assurances

VENDOR/CONTRACTOR shall not assign nor subcontract any of its services or training to be performed under this Agreement. Payments to be made under this Agreement shall be made only to VENDOR/CONTRACTOR who shall be held responsible for its terms and provisions.

3.9 Changes/Modifications

Changes or modifications to this Agreement shall only be in writing and with the prior written consent of both parties except COUNTY reserves the right to solely modify the agreement when the training is inadequate or no longer meets training needs or the expectations outlined in the training outline.

3.10 Termination for Convenience

The performance of work under the Agreement may be terminated in whole, by the DIRECTOR or designee, whenever it's determined that such terminations or suspension is in the best interest of COUNTY, the State of California, or the Federal government. Termination of work hereunder shall be effected by a notice delivered to VENDOR/CONTRACTOR specifying the date upon which such termination becomes effective. In no instances shall a termination for convenience be effective in less than ten (10) days after receipt of notice thereof.

3.11 Termination for Cause

If, through any cause, VENDOR/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if VENDOR/CONTRACTOR shall violate any of the covenants, agreements or stipulations of the Agreement, COUNTY shall thereupon have the right to terminate this Agreement, by giving written notice to VENDOR/CONTRACTOR of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, VENDOR/CONTRACTOR shall be entitled to receive just and equitable reimbursement for any work satisfactorily completed hereunder. Notwithstanding the above, VENDOR/CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of a breach of the Agreement by VENDOR/CONTRACTOR, and COUNTY may withhold any payment to VENDOR/CONTRACTOR for the purpose of set off until such time as the exact amount of damages due COUNTY from VENDOR/CONTRACTOR is determined.

3.12 Reduction in Funding

COUNTY reserves the right to terminate the Agreement due to a reduction in funding. COUNTY shall provide VENDOR/CONTRACTOR with written notice at least five (5) working days in advance of the effective date of such termination.

3.13 Release

Upon final payment of amounts due under this Agreement, not to exceed sixty (60) days from end date of the Agreement, less any credits, refunds, or rebates due COUNTY, VENDOR/CONTRACTOR shall release and discharge COUNTY from the liabilities, obligations, and claims from this Agreement.

3.14 Use of Funds

3.14.1 TRAINEE's relatives (as defined in Labor Code Section 2066(d)) may not be employed by VENDOR/CONTRACTOR for the duration of this Agreement.

3.14.2 Funds provided under this Agreement shall not be used for lobbying activities as prohibited under Title 31 USC 1352, the Byrd-Anti Lobbying Amendment.

3.14.3 VENDOR/CONTRACTOR shall not conduct sectarian activities and shall not allow the TRAINEE to work on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

3.14.4 Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.

3.14.5 Neither the TRAINEE nor funds received under this Agreement shall be used to conduct or support political activities.

3.15 Maintenance of Effort

VENDOR/CONTRACTOR shall continue all training efforts in existence prior to this Agreement and shall not and will not reduce the level or expenditure for training in any way as a result of this Agreement.

3.16 Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed by agreement shall be decided by COUNTY, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to VENDOR/CONTRACTOR. The decision of COUNTY shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, VENDOR/CONTRACTOR mails or otherwise furnishes, to the State of California, a written appeal. The decision of the State for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this provision, VENDOR/CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute hereunder,

VENDOR/CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with COUNTY's or the State's decision.

3.17 Non-Competitive Agreements

VENDOR/CONTRACTOR shall not require the TRAINEE to sign any non-competitive agreement that would limit the future employment of the TRAINEE in respect to any period of time and/or geographic limits.

3.18 Public Access

At any time during normal business hours, and as often as deemed necessary, COUNTY, the State of California, U.S. Department of Labor, or other authorized Federal agencies or its agents have the right to observe and monitor all conditions and activities involved in the performance of this Agreement to assure that the progress and quality of training are in compliance with the terms of this Agreement.

3.19 Incident Reporting

VENDOR/CONTRACTOR shall be alert for instances of fraud, abuse, and other criminal activity relative to the county--funded activities and services provided under this Agreement. Any such instance shall be immediately reported to COUNTY within twenty-four (24) hours of discovery or receipt of information of such instance. Following initial notification, VENDOR/CONTRACTOR shall submit a written report using the COUNTY Incident Report Form. (Reference: Self Sufficiency/HHSA COUNTY Policy & Procedure, Incident Reporting).

3.20 Legal Relationship/Independent VENDOR/CONTRACTOR

3.20.1 It is understood and agreed that VENDOR/CONTRACTOR is performing this Agreement as an independent VENDOR/CONTRACTOR. VENDOR/CONTRACTOR and the officers, agents and employees of VENDOR/CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. As an independent legal entity, VENDOR/CONTRACTOR holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that VENDOR/CONTRACTOR has no authority to act for or on behalf of COUNTY other than acting as an Employer for TRAINEEs in carrying out and performing the terms of the Agreement.

3.20.2 VENDOR/CONTRACTOR shall, at VENDOR/CONTRACTOR’s own risk and expense, determine the method and manner by which duties imposed on VENDOR/CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by VENDOR/CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to VENDOR/CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, VENDOR/CONTRACTOR shall be solely responsible for all such payments.

3.21 Insurance

To the extent required by law, VENDOR/CONTRACTOR shall obtain and maintain workers' compensation insurance in full force and effect throughout the term of Agreement for the

performance of any of VENDOR/CONTRACTOR's duties under this Agreement and shall provide COUNTY with certification of such coverage upon request by COUNTY's Contracts Manager.

3.22 Indemnification

To the full extent permitted by law, VENDOR/CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of VENDOR/CONTRACTOR or its officers, agents, employees, volunteers, VENDOR/CONTRACTORs and subVENDOR/CONTRACTORs in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other VENDOR/CONTRACTORs or their subVENDOR/CONTRACTORs. 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.

3.23 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 notice sent by mail in the manner prescribed by this section 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. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to VENDOR/CONTRACTOR shall be addressed to VENDOR/CONTRACTOR's Contact Person at the mailing address set forth in Section 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that VENDOR/CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in Section 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

3.24 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.

3.25 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.

3.26 Severability

For 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.

3.27 Displacement of Currently Employed Workers

No currently employed worker of EMPLOYER shall be displaced by the TRAINEE, including a partial displacement such as a reduction in the hours, wages, or employment benefits. No TRAINEE shall be placed into a position which is currently vacated by an employee who is on layoff or into a position in which EMPLOYER has terminated the employment of an employee with the intention of filling the position with a TRAINEE. This Agreement shall not infringe in any way upon the promotional opportunities of current employees. If the EMPLOYER hires a CalWORKs recipient, the EMPLOYER is required to post the attached Notice to Employees at its worksite (Attachment 1). This Notice provides employees with information about their right to file a grievance about displacement of employees resulting from an employer using Welfare-to-Work participants under the CalWORKs program.

3.28 Vendor Assurance of Compliance with the Napa County Welfare Department Nondiscrimination in State and Federally Assisted Programs

VENDOR/CONTRACTOR agrees to abide by the Vendor Assurance of Compliance with the Napa County Welfare Department Nondiscrimination in State and Federally Assisted Programs attached and incorporated into this Agreement as Attachment G.

3.29 Waiver and Severability

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. 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.

3.30 Entirety of Contract

This Agreement, including documents incorporated by reference and 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.

SECTION 4. Incorporated Documents

The following documents are incorporated by reference herein and attached:

ATTACHMENT A: Reimbursement
ATTACHMENT B**:** Subsidy Reimbursement Schedule
ATTACHMENT C: Request for Payment Invoice
ATTACHMENT D: Work Based Training Participant Plan
ATTACHMENT E: Skills Training Outline for On-the-Job Training
ATTACHMENT F: Soft Skills Performance Review for Work Based Training Programs
ATTACHMENT G: Vendor Assurance of Compliance
ATTACHMENT H: Notice to Employee

ATTACHMENT A

REIMBURSEMENT

1. **REIMBURSEMENT**

1.1 VENDOR/CONTRACTOR may submit claims in accordance with the rates set forth in the Attachment B ("Reimbursement Schedule"). Total allowable reimbursement to VENDOR/CONTRACTOR shall not exceed the Maximum Amount set forth in Attachment D of this agreement.

1.2 This is a cost reimbursement Agreement. In consideration for the training to be provided by VENDOR/CONTRACTOR, as the Employer, and in compensation for the extraordinary costs associated with such training, VENDOR/CONTRACTOR shall receive up to the percentage shown in Attachment B. The reimbursement shall not exceed the percentage displayed in Attachment B paid by VENDOR/CONTRACTOR, as the Employer, and earned by TRAINEE during the term of this Agreement. The wage rate is set forth in Attachment B - Reimbursement Schedule.

1.3 COUNTY will pay reimbursements for all months prior to the final month of the Program, monthly upon receipt and verification of payroll records submitted by VENDOR/CONTRACTOR. For the final month, COUNTY will pay reimbursement upon receipt of payroll records and verification of Attachment E- Work Based Skills Training Outline for On-the-Job Training and Attachment F- Work Based Training Soft Skills Performance Review for all Work Based Training Programs.

1.4 Employer understands that wage reimbursement payments will not be based upon overtime, shift differential, premium pay and other non-regular wages, including payment on behalf of TRAINEE to any benefit or retirement plans, nor will the payments be based on such periods of time as illness, holidays, planned downtime, or other events in which no actual training occurs.

1.5 County may provide a performance-based incentive payment to VENDOR/CONTRACTOR for Expanded Subsidized Employment placements as follows: Payments are to be considered "additional compensation" up to the amount of $1,500 dollars as long as the VENDOR/CONTRACTOR continues to employ the TRAINEE for ninety (90) days post completion of the ESE placement period at a minimum of the same pay rate and hours as agreed upon in Attachment B and throughout the duration of the ESE placement. In order for the VENDOR/CONTRACTOR to be eligible for this payment, the VENDOR/CONTRACTOR must provide verification of TRAINEE'S continued employment to the COUNTY.

2. **LIMITATIONS AFFECTING PAYMENTS**

2.1 VENDOR/CONTRACTOR will maintain accurate time, attendance, payroll, and other employee records in support of amounts reimbursed under this Agreement. VENDOR/CONTRACTOR shall provide documentation supporting its services and claims as required by COUNTY at any time in order for COUNTY to substantiate its claims for payment. VENDOR/CONTRACTOR shall provide required documentation irrespective of whether payment for such claims has already been made.

2.2 VENDOR/CONTRACTOR shall substantiate its claims for payment by providing documentation evidencing that, at minimum, its services and claims meet all applicable state and federal funding requirements. VENDOR/CONTRACTOR understands that state and federal funding may be used, in whole or in part, to pay VENDOR/CONTRACTOR; for purposes of substantiating its claims for payment, VENDOR/CONTRACTOR assumes that state and federal funding is used in whole. If VENDOR/CONTRACTOR fails to substantiate its claims within a reasonable timeframe, COUNTY may deny payment on such claims. In addition, if VENDOR/CONTRACTOR fails to substantiate its claims within a reasonable timeframe and such delay precludes COUNTY from claiming to state and federal funding sources, COUNTY shall deny payment on such claims. VENDOR/CONTRACTOR and COUNTY understand that reasonable timeframe is not defined by state and federal claiming deadlines.

2.3 Failure of VENDOR/CONTRACTOR to comply with the provisions of this Section 2, or with all applicable state and federal laws, rules, regulations, and funding requirements, may result in immediate suspension and/or denial of all payments.

2.4 VENDOR/CONTRACTOR's services, documentation, and claims are subject to audits conducted by COUNTY, the State of California, Federal Government, or other auditors. VENDOR/CONTRACTOR shall maintain, provide and make available for inspection all documentation pertaining to this Agreement upon request of any entity as having fiscal or programmatic responsibility including, but not limited to, agents or duly authorized representatives of COUNTY, federal and state government. Such request may be made of VENDOR/CONTRACTOR up to four (4) years after payments for services have been made, or longer if otherwise required by state and federal laws, rules, and regulations. If the audit is retrospective and payments for services have already been made, any resulting audit exemptions, disallowances, recoupment, and lost revenues shall be repaid to COUNTY.

2.5 VENDOR/CONTRACTOR shall make COUNTY whole for audit exemptions, disallowances, recoupment, and lost revenues discovered through any of the audits under this Section 2, including, but not limited to, VENDOR/CONTRACTOR's errors or omissions.

2.6 To the extent VENDOR/CONTRACTOR shall make COUNTY whole under this Section 2, for audit exemptions, disallowances, recoupment, and lost revenues, COUNTY may offset against amounts otherwise owed to VENDOR/CONTRACTOR for payments for past services, offset against payments for future services for which VENDOR/CONTRACTOR provides, or demand immediate repayment without offset.

2.7 VENDOR/CONTRACTOR shall generate any corrective action plans, performance improvement plans, or other related plans, required by COUNTY, the State of California, Federal Government, or other auditors, in order to assure that all relevant state and federal funding requirements are satisfied.

2.8 VENDOR/CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from VENDOR/CONTRACTOR's failure to comply with all applicable state and federal program requirements including, but not limited to, any penalties or fines, which may be assessed under a federal or state False Claims Act provision or a False Statements.

Attachment B

SUBSIDY REIMBURSEMENT SCHEDULE

1. The Vendor/Contractor may request reimbursement for:

Trainee's Initials:			
Trainee's Job Title:			
Maximum Training Hours Per Month		Hourly Wage Rate	
Reimbursement Rate Per Hour			

2. Back-up documentation that must be submitted with each invoice (Exhibit E-Request for Payment).

   a) Original signed invoice completed in ink

   b) Copy of the payroll register or paystub

   c) Copy of signed timecards

3. Period and Calculation of Subsidy Reimbursement as follows:

☐ **On-the-Job Training**

Begin Date	End Date	Hourly Wage	Reimbursement Rate = 50%	Total Contract Hours	Total Contract Reimbursement
		$	$		$

☐ **Transitional Job**

Begin Date	End Date	Hourly Wage	Reimbursement Rate = 100%	Total Contract Hours	Total Contract Reimbursement
		$	$		$

☐ **Subsidized Employment**

Begin Date	End Date	Hourly Wage	Reimbursement Rate (%)	Weekly Hours	Total Weekly Reimbursement
		$	100%		$
		$	50%		$
		$	25%		$

Attachment C

REQUEST FOR PAYMENT INVOICE

Participant Initials		Participant Case Number	
Vendor/Contractor		Contract Number	
Vendor Code		Total Contract Amount	
Street Address		Effective Contract Dates	
City / State / Zip		Max Contract Work Hours	
Phone Number		Invoice Number	
Contact Name		Billing Period (from – to)	

Enter the date and number of hours for which reimbursement is claimed

Date															
Hours worked															
Date															
Hours worked															

Calculation of Reimbursement	Hours Worked	Hourly Wage	Reimbursement Rate (%)	Reimbursement
Month 1 & 2		$		$
Month 3 & 4		$		$
Month 5 & 6		$		$
Total Invoice Reimbursement		$		

If Employer and Supervisor are the same individual, only sign off as Employer. Comments are required upon early termination. **Employer must submit invoice no later than 30 days of billing period for payment**.

Participant Signature				Date	
Supervisor Signature				Date	
Employer Authorized Signature		Telephone		Date	
Comments					

For County Use Only- Funding

Employer Services Reviewed by		☐ CW ☐ CFET ☐ Other:_____			
Amount of Reimbursement	$	Cumulative YTD Reimbursement	$	Current Balance	$
Cumulative Hours		Balance	$	Date	

Attachment D

WORK-BASED TRAINING PARTICIPANT PLAN - PAID AGREEMENTS

Training is intended to aid the TRAINEE acquiring occupational skills through hands-on learning. This Individual Training Program is to serve as the guideline for training by identifying the basic skills and qualifications necessary for the TRAINEE to successfully complete training and retain employment within their occupation.

Training Agreement Information					
Agreement number training plan is associated with					
☐ Initial	☐ Amendment	☐ Extension			
Trainee's Initials		**ESW's Name**			
Trainee's Job Title					
Business Contact Name & Title					
Business Name		**Employer FEIN#**			
Business Address		**# of Full-Time Employees**			
Training Program	☐ WTW ESE	**Subsidy Structure:** Tiered Subsidy: **See EXHIBIT B**			
	☐ OJT	**Subsidy Structure:** 50% Subsidy			
	☐ Transitional Job	**Subsidy Structure:** 100% Subsidy			
Hourly Wage		**Total Training Hours**			
Anticipated Schedule	**Days of the Week:**		**Hours Per Day:**		
Total Contract Reimbursement Amount:					
Contract Start Date		**Contract End Date**			
30-Day Evaluation Due Date		**Final Evaluation Due Date**			
90-Day Evaluation Due Date					
Contact information for the person who will be responsible for the training of the Trainee					
Name & Title					
Email		**Phone #**			
Contact information for the individual authorized to sign claims for reimbursement for this Agreement					
Name & Title					
Email		**Phone #**			
Signature		**Date**			

Attachment E

Paid Work-Based Training Program – Skills Training Outline

Evaluation Type	☐ 30-day Review ☐ 90-day Review ☐ Final Review			**Review Date**	
Trainee's Initials		**Trainee's Job Title**		**Case Number**	
Supervisor's Name				**Phone #**	
Contract Start Date		**Estimated Date of Completion**			

EVALUATION SECTION

Evaluate the trainee's performance using the following rating scale:

1	Has not made satisfactory progress toward achieving proficiency level
2	Is making progress toward achieving proficiency level
3	Is performing at proficiency level
4	Is performing above proficiency

County use only			**Vendor use**
List the competencies the trainee will become proficient at: *(Competencies are based on industry skills and job specific standards)*		Training Hours Required	Assessment *(Mark one)*
1			1 2 3 4
2			1 2 3 4
3			1 2 3 4
4			1 2 3 4
5			1 2 3 4
6			1 2 3 4
7			1 2 3 4
8			1 2 3 4
9			1 2 3 4
10			1 2 3 4

VERIFICATION SECTION			
SUPERVISOR	**I have evaluated the skills of the employee objectively and have reviewed the results of the evaluation with the trainee.**		
Additional Comments			
Supervisor Signature		**Date**	
TRAINEE	**This evaluation has been reviewed with me.**		
Additional Comments			
Trainee's Signature		**Date**	

Attachment F

Napa County Health & Human Services Agency

Self Sufficiency Services Division

Participant Job Performance Review

Participant Name	Case Number	Date of Review
Employer	**Supervisor Name**	**Phone Number**

Type of Review ☐ 30 DAY ☐ 90 DAY ☐ 6 MONTH ☐ EXTENTION ☐ OTHER _____

	E = Exceeds Job Standards M = Meets Job Standards N = Needs Improvement U = Unsatisfactory				
	E	**M**	**N**	**U**	**N/A**
QUALITY OF WORK: Performs assigned duties, meets expected output of product/services					
ABILITY TO WORK WITH OTHERS: Takes direction well, responsible and courteous with associates and co-workers					
WORK HABITS AND INITIATIVE: Prompt, active, keeps busy, uses time well, helps others					
APPEARANCE: Dresses appropriately for the work environment					
INTERACTION WITH CUSTOMERS: Courteous, responsive, knowledgeable, resourceful					
OVERALL EVALUATION:					

AREA(S) FOR IMPROVEMENT: _____

_____

STRENGTHS IDENTIFIED: _____

_____

COMMENTS: _____

_____

_____

Supervisor Signature		Date	

PARTICIPANT COMMENTS: _____

_____

_____

I have reviewed this performance review			
Participant Signature		Date	

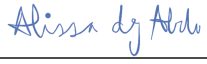
Attachment G
VENDOR/CONTRACTOR ASSURANCE OF COMPLIANCE WITH THE NAPA COUNTY WELFARE DEPARTMENT NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/CONTRACTOR: On The Move, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the VENDOR/CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the VENDOR/CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

VENDOR/CONTRACTOR's Printed Name	Alissa Abdo
VENDOR/CONTRACTOR's Title	Executive Director
Signature	
Date	08/01/2025

Attachment H

NOTICE TO EMPLOYEES
California Work Opportunity and Responsibility to Kids (CalWORKs) Program
Welfare-to-Work participants are working at this location.

State law prohibits employers from using Welfare-to-Work participants in a way that will cause other employees to lose their job, to be laid off, or to have their work hours reduced, including overtime hours currently being worked.

An employer cannot place Welfare-to-Work participants into jobs that would otherwise be promotional opportunities for existing employees, unless such promotions are filled through an open process in which recipients are provided equal opportunity to compete.

An employer must not violate any personnel or collective bargaining agreement rules when including a Welfare-to-Work participant in his or her work force, including the following:

- The filling of a position prior to compliance with applicable personnel procedures or
- provisions of collective bargaining agreements.
- Fill any unfilled public agency positions, unless the positions are unfunded in the
- agency's budget.
- The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position.
- A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
- The filling of a work assignment customarily performed by a worker in a job
- classification covered by a collective bargaining agreement in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
- Terminating a contract for work before it ends, causing the workers under the contract to be fully or partially replaced.
- Denying Welfare-to-Work participants protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

If you believe your employer has violated any of the above rules, you or your representative may file a complaint with the Napa County welfare department. Upon receipt of a written complaint, the county will work with you and your employer to try to resolve the complaint informally. This informal resolution period will not be more than ten calendar days. The county shall send a letter to you and your employer no later than the twentieth calendar day from the date the county received your complaint. The letter will tell you of your employer's response to the complaint, and any actions your employer is willing to take to resolve the complaint informally.

If you are dissatisfied with your employer's informal response or the problem cannot be resolved informally, you may request a formal hearing with the State of California. A written request for a formal hearing must be filed within ten calendar days after receiving the county's informal resolution letter. Formal hearings shall be conducted by the California Department of Social Services, State Hearings Division.

For union employees, any grievance procedure in the collective bargaining agreement shall be used instead of this displacement grievance procedure.

Note: A complaint against your employer must be in writing and must contain the following:

- Your full name, mailing address (if you have one), and telephone or message number (if you have one).
  If you do not have a mailing address or a message number, we will have no way to tell you the result of the informal resolution. You may still file a complaint, but you are responsible for following up with the county to learn the result.
- The full name and address of your employer.
- A clear and brief statement of the facts, including important dates, which have led you to file this complaint.
- A statement that you are filing this complaint under penalty of perjury.
- Your Signature.

SEND YOUR COMPLAINT TO THE ADDRESS BELOW

Napa County Health and Human Services
Attn: Mathew Highland, Deputy Director of Administrative Services
2751 Napa Valley Corporate Dr., Napa CA 94558

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1322

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 260075B with Abode Services

RECOMMENDATION

Approve and authorize Agreement No. 260075B with Abode Services for the term upon approval through June 30, 2027 for a contract maximum of $573,373 per fiscal year to provide clients enrolled in Mental Health Plan and Drug Medi-Cal Organized Delivery System programs with housing support services to help sustain treatment, recovery, and wellness. (Fiscal Impact: $573,373 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

Health and Human Services Agency (HHSA) and Abode Services wish to engage in a contract to provide housing services for behavioral health clients served by the two managed care plans HHSA operates (i.e., the Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery System (DMC-ODS)) and as set forth in the Behavioral Health Bridge Housing (BHBH) grant previously received by HHSA. Abode will be providing interim and transitional housing support, along with services that facilitate access to permanent housing for behavioral health clients experiencing homelessness and who are diagnosed with serious mental illness or substance use disorders. As a Community Support Services and Enhanced Care Management provider, Abode is well-positioned to coordinate care with HHSA's Behavioral Health Division through individualized service plans and consistent client engagement.

This contract is funded by time-limited grant funds available through June 30, 2027. Similar to other program-specific housing supports, this funding enables HHSA to provide our behavioral health clients rental assistance, hotel vouchers, participant assistance, and landlord incentives, all designed to support treatment engagement, recovery, and wellness.

Requested Action:

1. Approve and authorize Agreement No. 260075B with Abode Services for the term upon approval through

June 30, 2027 for a contract maximum of $573,373 per fiscal year to provide clients enrolled in Mental Health Plan and Drug Medi-Cal Organized Delivery System programs with housing support services to help sustain treatment, recovery, and wellness.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While the services in this agreement are not mandatory, approval of this agreement will allow Napa County to continue utilizing Behavioral Health Bridge Housing (BHBH) grant funding previously received to provide stable housing and treatment solutions to vulnerable populations.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, HHSA's BH clients may not receive the housing support and services needed to maintain stable housing and HHSA will not fully expend the grant.

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.

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NAPA COUNTY AGREEMENT NO. 260075B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **ABODE SERVICES** hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to implement the Behavioral Health Bridge Housing (BHBH) program, providing interim and transitional housing support, along with services that facilitate access to permanent housing for individuals experiencing homelessness and serious behavioral health conditions; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **ANNE COTTRELL, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Signature: DocuSigned by: Vivian Wan 07D79232BD81452... **VIVIAN WAN**, Chief Executive Officer Signature: Signed by: John Reiber E9B8663F5FB440B... **JOHN REIBER**, Chief Financial Officer

Maximum Amount of this Agreement: $573,373 per fiscal year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/29/25

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TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260075B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Cassandra Eslami, Deputy Director of HHSA/Behavioral Health Director

1.5 The Contract Contact Person for CONTRACTOR shall be: Vivian Wan, 40849 Fremont Blvd., Fremont, CA 94538

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify).

1.7 The source of funding for this Agreement shall be: Behavioral Health Bridge Housing (BHBH) Funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Department of Health Care Services – Behavioral Health Bridge Housing (BHBH) Agreement.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.countyofnapa.org/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

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SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[X] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

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the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

> The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2027,** under the same terms and conditions, 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).

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3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: HIPAA Business Associate Agreement

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EXHIBIT A
SCOPE OF WORK

Upon Approval through June 30, 2026
(And each subsequent automatic renewal terminating no later than June 30, 2027)

Background

CONTRACTOR shall provide housing services for specialty mental health clients through the Behavioral Health Housing Program (BHHP). The program supports individuals who need assistance to acquire and maintain either permanent or transitional housing or shelter and/or interim housing.

CONTRACTOR shall provide said services as described herein.

BHHP Target Population

Individuals targeted for referral are those who:

1. Are identified as having a Serious Behavioral Health Condition, including substance use disorder; and are identified as homeless per ECM guidelines. (Defined in Eligibility Requirements)
2. Need assistance in acquiring and/or maintaining housing

Individuals meeting these criteria will be prioritized and referred by Napa County Health and Human Services Agency - Behavioral Health (HHSA-BH) to Abode Services for housing support services.

Program Description

The BHHP has been created with the overarching goal of solving homelessness quickly for eligible individuals or individuals in families with serious mental illness and/or substance use disorder in Napa County. In an effort to address all aspects of homelessness CONTRACTOR shall provide Rental Assistance, Hotel Vouchers, and Participant Assistance Funds to qualified residents in the form of interim and transitional housing environments and/or Rapid Rehousing.

Current funding for BHHP is being provided by the Behavioral Health Bridge Housing (BHBH) grant subcontracted by the Department of Health Care Services (DHCS) through Advancement of Human Potential (AHP). BHBH funding will not supplant other sources of funding, federal or state, that can be used for the purpose of rental assistance, shelter, or flexible funding for the program target population. This funding will be available from July 1, 2025, through June 30, 2027.

Program Requirements

CONTRACTOR shall:

- Meet with COUNTY housing staff regularly to discuss client progress.

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- Maintain records in a manner that meets state and federal standards.
- Maintain client records with all required documentation.
- Meet any additional requirements established by the HHSA-BH as part of a credentialing or other evaluation process.
- Possess the necessary license(s) to operate.
- Provide for appropriate supervision of staff.
- Possess appropriate liability insurance.
- Have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to CCR Title 9, Division 1, Chapter 11, Section 1840.105.
- Inform HHSA-BH of any sentinel event or occurrence in which COUNTY'S individual receiving services covered under this contract suffers physical injury, emotional trauma, death or serious side-effect which could be attributed as caused in any way by CONTRACTOR. Such events shall be immediately reported to the HHSA-BH Director and/or his/her designee.
- Provide culturally and linguistically appropriate services to individuals.
- Comply with all terms and requirements set forth in this Agreement and shall promptly seek clarification from the COUNTY in the event of any ambiguity or uncertainty regarding any provision herein.

Eligibility Requirements

Definition of Homelessness: Following the CalAIM Enhanced Care Management (ECM), the BHBH definition of homelessness refers to a household who is currently experiencing at least one of the following conditions:

A. Lacking a fixed, regular, and adequate night-time residence.
B. Having a primary residence that is a public or private place not designed or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
C. Living in a supervised publicly or privately operated shelter, designed to provide temporary living arrangements (including hotels and motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations), congregate shelters, and transitional housing.
D. Exiting an institution into homelessness (regardless of length of stay in the institution).
    - If exiting an institution, individuals are considered homeless if they were experiencing homelessness immediately prior to entering that institutional stay, regardless of the length of the institutionalization.
E. Will imminently lose housing in the next 30 days.
    - The time frame for an individual or family that will imminently lose housing has been extended from 14 days (HUD definition) to 30 days.
F. Fleeing domestic violence, dating violence, sexual assault, stalking, and other dangerous, traumatic, or life-threatening conditions relating to such violence.

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Definition of Serious Behavioral Health Condition: An individual is considered to have a Serious Behavioral Health Condition if they meet the following criteria:

A. Significant impairment, where "impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships (this includes substance use disorder [SUD]).
B. A reasonable probability of significant deterioration in an important area of life functioning.
C. A need for Specialty Mental Health Services (SMHS), regardless of presence of impairment (for individuals under age 21)

AND

A. The individual's condition, as defined in A, B, and/or C above is due to either of the following:
B. A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual (DSM) and the International Classification of Diseases (ICD).
C. A suspected mental and/or substance-related disorder that has not yet been diagnosed.

OR

The individual has at least one of the following:

A. At least one diagnosis from the current edition of the Diagnostic and Statistical Manual (DSM) for Substance-Related and Addictive Disorders (except for tobacco-related and non-substance related disorders).
B. At least one suspected diagnosis from the current edition of the Diagnostic and Statistical Manual (DSM) for Substance-Related and Addictive Disorders (except for tobacco-related and non-substance related disorders).

OR

A. The individual is a Community Assistance, Recovery, and Empowerment (CARE) Program participant, regardless of whether they meet the criteria above.

Program Referral, Admission, Discharge

BHHP referrals shall be received from COUNTY. COUNTY shall send verification of eligibility and completed two-way Release of Information with any referral sent to CONTRACTOR. CONTRACTOR will enroll clients in the appropriate BHHP program and enter client information into the Homeless Management Information System (HMIS).

Individuals requesting CONTRACTOR's services directly will be directed to contact COUNTY's ACCESS program to complete an assessment for behavioral health needs and referrals to any services that may address those needs.

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COUNTY HHSA-BH Housing Manager will submit the following forms to CONTRACTOR when sending referrals:

- Referral form including client contact information
- Release of Information between Behavioral Health and Abode Services
- Verification of Eligibility

Upon acceptance of a referral from COUNTY, the CONTRACTOR'S staff shall assess the individual or family's needs, resources, strengths, and weaknesses, then develop an Individual Service Plan (ISP), creating goals regarding finding and maintaining suitable housing. The ISP will need to be updated every three months with notes on progression toward meeting goals and the development of new goals.

The assessment and ISP shall consider the individual's functioning abilities, as well as the individual's strengths and challenges regarding housing, ability to increase income, connection to public benefits, and an analysis of current barriers to achieving success. Reassessment of participant income should happen every 90 days, excluding participants whose sole source of income is SSI/SSDI which is subject only to annual income re-assessments. These income re-assessments will determine continued enrollment and eligibility and determine if continued financial subsidy support is still needed.

CONTRACTOR shall have contact at a minimum once every other week while the client is unhoused and once per month once housing is obtained. Visits must happen in clients' unit if possible, once housing is obtained.

Discharge from the program will occur, ideally, by mutual agreement between the individual and CONTRACTOR that the program has been completed. Discharge may also occur by sole decision of the individual, or by sole decision of the COUNTY. CONTRACTOR will be expected to consult with COUNTY if it is decided that services need to be ended for a particular client against clients' will, in order to facilitate mediation when appropriate. CONTRACTOR preserves the right to discharge individuals from the program for cause and shall do so in accordance with all applicable federal and state regulations.

Service Definitions

CONTRACTOR shall provide and document as specified herein for the housing and homeless services listed in the Service Definitions section below, and as authorized by COUNTY.

Landlord Mitigation and Incentives: a fund which includes the following incentives: security deposits, new unit bonus, additional unit bonus, HQS Repairs Assistance, Holding Fees, and Pet Deposits.

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The landlord mitigation program through which every landlord who is signed up allows for the draw down of a certain amount into a pot of money to be used if a mitigation claim is made.

Hotel Vouchers: This term refers to any dollar spent on emergency shelter when the shelter being provided is in the form of hotel/motel rooms. CONTRACTOR shall receive referrals for clients from COUNTY using the same referral system described herein. CONTRACTOR shall be available to place clients into hotels Mon – Fri from 8:30am – 5pm. Clients may not stay in the same hotel for more than 89 consecutive days.

Housing Navigation Services: The Housing Service Coordinators(s) providing housing navigation shall work with clients to assist them with gaining access to services and resources such as: healthcare, mental health services, benefits, drug and alcohol services, shelter, move-in arrangements, help with housing applications, and other services that help ensure access to housing. Housing navigation services shall be adapted to where the individual or family resides, which may be on the street, in an encampment, in shelters, in treatment centers, in jails, in hospitals, or in other temporary living situations. Services shall be provided face-to-face in an office as well as in the community and via phone/other technology.

Below are some of the tasks of the Housing Service Coordinator when providing navigation services:

1. Develop a client-led service plan documenting priorities or emergencies pertaining to, but not limited to, basic needs such as food, health, transportation, etc.
2. Facilitate client access to interim or bridge housing resources as available.
3. Establish communication links with and for clients - phone/cell phone, mailing address, email, meeting locations, social support contacts.
4. Help clients access clinical care and other service resources as needed and/or desired.
5. Provide motivational support for clients around obtaining housing, and work on setting realistic expectations of the process around budget, house, and ground rules, being a good neighbor, and trepidations around obtaining and/or maintaining housing.
6. Assess and develop a plan around potential barriers that may prohibit housing placement, such as rental history and prior evictions, credit history, criminal history, registered sex offender status, outstanding debts, outstanding warrants, as well as other barriers.
7. Get to know members or potential members of the household including pets/companion animals. Assess potential for clients to reconnect with family and/or friends for housing.
8. Assess eligibility for permanent housing resources, such as deposit/move-in financial assistance, rapid rehousing, affordable housing, and permanent supportive housing.

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9. Assess the client's financial and personal resources to develop a budget for housing, determine opportunity to apply for additional social safety net income and benefit programs, and develop plans to fund move-in costs.
10. Help clients identify and pursue potential housing opportunities other than permanent supportive and affordable housing.
11. Help clients complete and submit required housing applications and other materials, including a signed release of information.
12. Provide advocacy when needed, if application is denied, and support the client with the appeal process and/or reasonable accommodation requests.
13. Assist clients with obtaining the resources necessary to apply for and move into housing, such as application fees, security deposits, first month rent, moving services, furnishings, and bedding.
14. Support clients in preparing for housing interviews and/or other meetings that affect their ability to obtain permanent housing.
15. Engage with each client enrolled in Housing Navigation Services at a minimum of two times per month to maintain enrollment and service status.
16. Document all client contacts in the Homeless Management Information System.

Housing Location Services: CONTRACTOR shall provide housing location services to eligible program participants with a need for such services. Below are some of the tasks of the CONTRACTOR's Housing Specialist:

1. Search for property management companies and apartment complexes in Napa County to establish relationships and talk with them about the benefits of partnering with Abode. Once a relationship is established, CONTRACTOR follows up with them regularly to explore potential housing opportunities for clients and to discuss current placements to see how things are going.
2. Search online databases like Zillow, Apartments.com, Craigslist, Trulia, etc., for available apartments within our client's price ranges and then make appointments to view open units and to establish relationships with landlords.
3. Coordinate among property managers/landlords, Housing Service Coordinators, and clients when they are informed that a unit is available for a client.
4. Connect with Housing Service Coordinators to locate the right client when a property manager informs CONTRACTOR that a unit is available.
5. Enroll into appropriate housing program.
6. Meet regularly with Housing Service Coordinators to discuss individual client's housing preferences and barriers to housing to increase the probability of successfully matching clients with housing when necessary.

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7. Have expectation setting conversations with Housing Service Coordinators, to pass onto their clients, to ensure a client's housing preferences is aligned with their budget, barriers, and housing availability/stock.
8. Take clients to view units when it looks like there is an opportunity to potentially house them.
9. If the client is interested and it looks like it might be a good fit, submit an application, including application fee, for the unit.
10. If the landlord is interested in pursuing the opportunity, then the landlord shall fill out a Unit Spec Form and submit a W9 if CONTRACTOR does not already have one on file.
11. Determine a subsidy structure for the unit if the participant is going to receive Rapid Rehousing support.
12. Perform an HQS Inspection of the unit.
13. Submit Purchase Orders for move in costs (deposit and rental requirements).
14. Prepare HUD required documentation for the client and landlord to sign:
    - Lead Based Paint
    - VAWA
    - Meet with the client and the landlord to go over and sign the lease.
15. Create the Welcome Home Binder to present to the client.
    - A folder that has all required documents in an easy place to locate, which includes:
    - Important contacts list (property management)
    - Lease
    - Document entitled Understanding Your Lease
    - Community Standards and Policies document, which is uniquely tailored to the complex the client is moving into
    - Roommate agreement if applicable
    - Being a good neighbor document
    - Subsidy Structure
    - Their Budget
    - Copy of Service Agreement between client and Abode
    - Individual Service Plan, including utility information
16. Ensure a successful hand-off with their Housing Service Coordinator, who shall assist them during their transition process into housing.
17. Manage the ongoing subsidy structure:
    - Ensure rent is paid
    - Create and distribute written notices for participant and landlord when subsidy amounts change.
18. Track and conduct annual housing recertifications
19. Complete annual HQS inspections.

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- Ensure all new documentation is uploaded to Abode's Welcome Mat system.

20. Assist with any landlord / tenant disputes with the aim of mitigating them.
    - Assist with mutual termination agreements when necessary.
    - Maintain ongoing support to landlords, responding to all questions and concerns in a timely manner.
21. Provide Mitigation Assistance when a client leaves a unit with significant damages and/or rental arrears.
22. Ensure timely completion of annual inspections, income certifications, exit documentation, and any other necessary housing paperwork by coordinating closely with case management partners.

Tenancy Sustaining Services: CONTRACTOR's Housing Services Coordinator(s) shall provide Housing Tenancy & Sustaining services to eligible program participants with a need for such services. The Housing Services Coordinator(s) shall work with clients face-to-face in an office as well as in the community and via phone/other technology to a total caseload of 20-24 individuals concurrently. Below are some of the tasks of a Housing Services Coordinator:

1. Engage with each client enrolled in Housing Tenancy & Sustaining Services at a minimum of two times per month to maintain enrollment and service status.
2. Create an individualized service plan (ISP) with each participant setting forth their goals and then supporting them to accomplish those goals. The ISP should be updated regularly as goals are accomplished and new goals are set.
3. Establish communication links with and for clients - phone/cell phone, mailing address, email, meeting locations, and social support contacts.
4. Help clients access clinical care and other service resources as needed and/or desired.
5. Provide motivational support for clients around budgeting, self-care, remaining housed, being a good tenant and neighbor, and trepidations around maintaining housing.
6. Assess the client's financial and personal resources to develop a budget, determine opportunity to apply for additional social safety net income and benefit programs, and for increasing their income if they are working.
7. Transportation of clients to various service appointments.
8. Support participants as they transition from homelessness into housing.
9. Troubleshoot housing issues and challenges.
10. Attend program meetings with internal and external partners to coordinate services and ensure quality services.
11. Document all client contacts in the Homeless Management Information System (HMIS).

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Service Documentation

Individual Service Plans: CONTRACTOR shall ensure that an individual service plan shall be completed within thirty (30) days of the date of intake into services and revisited/updated every 90 days thereafter. Individual Service Plans shall contain, at least, the following:

- Specific observable and/or specific quantifiable goals
- Steps to achieve specific goals
- Definition of how success will be measured
- Target completion date
- Staff Signature, Job Title, and Date
- Individual's Signature and Date

Additional Requirements for Individual Service Plans:

1. Individual Service Plans shall be consistent with the client's ability to achieve housing related goals. There shall be documentation of the ISP as well as the individual's participation in and agreement with the plan in HMIS. The Individual Service Plan is to be collaboratively constructed with the individual.

2. Documentation of clients' agreement with the plan is best evidenced by inclusion of the client's signature and date of signature on the plan. In lieu of this signature CONTRACTOR shall reference the individual's participation in the body of the plan or document the extent of the individual's participation and agreement in progress notes in HMIS.

3. When the individual's signature is required on the Individual Service Plan and the individual refuses or is unavailable for signature, the Individual Service Plan or an individual progress note, shall include a written explanation of the refusal or unavailability. CONTRACTOR shall document ongoing efforts to secure documentation of the individual's participation in, and agreement with their plan during participation in the program.

4. The CONTRACTOR shall document that a copy of the Individual Service Plan was offered to the individual.

Progress Notes: CONTRACTOR shall ensure that all services provided are accurately and legibly documented in service or progress notes. A Progress Note is to be completed for every meaningful contact with the individual. Progress Notes are to be completed in a timely manner (within 72 hours of interaction). Progress Notes for each service shall contain, at minimum, the following information:

1. Individual's name (automatically assigned in HMIS)
2. Location of provision of service
3. Date of service (automatic in HMIS)
4. Narrative description of contact
5. Any referrals made or obligations made to the client
6. Individual's response to interventions, including progress toward ISP goals
7. Documentation of any existing risk factors

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CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY'S use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit or substantiation of claims for payment of services.

At the minimum, all documentation shall include accurate administrative records as required by law and policy. Such records shall be legible, shall list each date of services, and shall be completed in HMIS. All services shall be documented utilizing COUNTY approved templates and contain all required elements as described herein. Upon written notice from designated Contract Administrator, COUNTY, at its sole discretion, may impose additional requirements for documentation.

Compliance Documentation: Documentation of any significant occurrences as well as regular case notes should be documented in HMIS. CONTRACTOR is responsible for maintaining the following documentation.

1. County Referral Form
2. Verification of Eligibility
3. HHSA BH ROI
4. Chronic Homelessness documentation (if client is considered chronically homeless by HUD's definition)
5. Individual Service Plan
6. Documentation needs to exist in HMIS of services rendered including referrals made and milestones achieved.
7. Any Participant Assistance Funds requests/receipts
8. One sample rental application
9. Documentation of apartment searches, unit viewings, etc. in HMIS
10. Income documentation or certification of no income
11. Rental Calculation
12. Unit Specification form
13. Rent Reasonableness
14. Subsidy Structure
15. HQS Inspection
16. Landlord Mitigation/Incentive forms
17. Copy of lease
18. VAWA Addendum
19. Lead Based Paint Certification
20. HAPs
21. Budget
22. Exit Plan

BHHP Housing Unit Standards

BHHP housing program units shall meet the Continuum of Care (CoC) Housing Quality Standards (HQS), which is the highest standard, for any stays 90 days or longer.

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- **Inspections:** Qualified personnel must inspect all units before spending BHBH funds, and annually throughout the grant period.
- **Deficiencies:** The unit owner has 30 days to correct any deficiencies.
- **State and local codes:** All units must meet state and local codes.

Program Reporting

CONTRACTOR staff will provide program review data to COUNTY upon request.

CONTRACTOR will conduct an annual client satisfaction survey to regularly assess client's satisfaction of services delivered. CONTRACTOR will report findings to COUNTY annually.

Performance Standards

In evaluating client records COUNTY will evaluate services with reference to applicable contract, state, and federal standards for service delivery and documentation.

COUNTY and CONTRACTOR agree to work collaboratively to develop key service quality indicators and outcomes and identify sources of reliable data to measure them. In addition, attributes and characteristics of persons served and other information needed shall be identified. CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least bi-annually. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as reports on quarterly incidents, accidents, and client complaints as requested by COUNTY.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate its HHSA-BH Housing Manager as the individual who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement.

Monitoring Site Visits

This agreement contains provisions related to required objective service documentation standards, adherence to standards of care, client satisfaction levels, client outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with thirty (30) days or more prior notice of such site visits.

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This notice shall include:

1. The specific monitoring tool(s) that will be utilized.
2. The preparation required of the CONTRACTOR prior to the monitoring visit. HHSA-BH may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and
3. The information to be available for review at the time of the visit, which may include, among other things, individual service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.
CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract and (b) conduct the quality management activities called for by the contract.

Definitions

Behavioral Health (BH): Refers to the combined divisions of Alcohol and Drug Services and Mental Health Services as was required under Proposition 1.

Housing Program: This term broadly refers to any program designed to support clients in achieving document readiness, securing housing, or stabilizing and maintaining housing. It is important to note that this does not exclusively apply to programs within the Coordinated Entry system.

Interim and Bridge Housing: A temporary housing arrangement designed to bridge the gap until permanent housing becomes available. "Short-term" is defined as a duration ranging from 30 – 90 days and midterm is defined as 91 days - 24 months.

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Rental Assistance: This term refers to funds paid directly to landlords on behalf of tenants, often termed as Tenant Based Rental Assistance (TBRA). It is an encompassing term that includes rent payments, housing location services, and landlord mitigation services.

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EXHIBIT B
COMPENSATION

Upon Approval through June 30, 2026
(And each subsequent automatic renewal terminating no later than June 30, 2027)

I. Compensation

1. Contract maximum not to exceed $573,373 per year.

2. Approved distribution of Behavioral Health Bridge Housing (BHBH) funds. Funds will be made available for Behavioral Health clients meeting BHBH eligibility criteria for rental assistance, participant assistance funds, hotel vouchers, and landlord mitigation/incentive funds. Funds are available annually through June 30, 2027.

II. Budget

	Rental Assistance	Housing Navigation	Shelter & Interim	Totals
Staffing	**109,487**	**33,511**	**9,889**	**152,887**
Direct Client Costs				
Rental Assistance	214,325	-	-	214,325
LL Incentive Program	-	20,000	-	20,000
LL Mitigation Program	-	20,000	-	20,000
Participant Assistnace Funds	-	50,000	-	50,000
Hotel Vouchers	-	-	22,500	22,500
Subtotal	**214,325**	**90,000**	**22,500**	**326,825**
Operating Costs	**14,500**	**2,750**	**1,623**	**18,873**
Subtotal	**338,312**	**126,261**	**34,012**	**498,585**
Indirect @15%	**50,747**	**18,939**	**5,102**	**74,788**
TOTAL	**389,059**	**145,200**	**39,114**	**573,373**

A. Invoices. CONTRACTOR shall submit valid and accurate Monthly itemized invoices to BHInvoices@countyofnapa.org by the end of the month for all authorized contract services provided in the preceding month on agency letterhead with total amount due and service month and year.

B. Annual Cost Report. COUNTY may require CONTRACTOR to submit an annual cost report, at no additional cost to COUNTY. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost

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report timely may result in the suspension of payments until the cost report is received by the COUNTY.

III. Housing Navigation and Rental Assistance Guidelines per (County Behavioral Health Agencies Request for Applications) RFA

1. Security deposits up to 2x's the cost of rent.
2. New unit bonus: $2,000 unless Single Room Occupancy for $500.
3. Additional unit bonus: $1,000.
4. Housing Quality Standards Repairs Assistance (anything over $3,000 needs authorization)
5. Holding Fees: up to 60 days of rent.
6. Pet Deposits: $500 pet deposit or $50 per month.
7. Mitigation can be used for: Property damage in excess of security deposit (not to exceed $2000) any claim over $2000 but less than $10,000 needs authorization.
8. Rent costs for one month if unit is abandoned by participant.
9. Eviction prevention costs (relocation fees).

IV. Other Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this Agreement. Other limitations affecting contract payments include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exception shall be repaid to COUNTY by CONTRACTOR.
3. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State requirements; the total payment obligation due from CONTRACTOR to COUNTY shall be limited to $5,000.

CONTRACTOR's failure to comply with this Agreement may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.

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EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, 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. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

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(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. 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 or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) 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 Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

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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.

2.5 **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. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors 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.

2.7. **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.

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(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.

(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 2.7(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 Health and Human Services Agency 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 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(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

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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 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers 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) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

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will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) 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.

2.9 **Termination for Cause.**

(a) 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 written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) 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; 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.

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(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and 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.

(b) Upon expiration or termination of this Agreement, 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. 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.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, 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.

(d) 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 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

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whether or not the Agreement expired or was 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.

2.12 **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.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, 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 notice sent by mail in the manner prescribed by this subparagraph 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. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **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. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. 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.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

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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.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by 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 or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, 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 agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(3) 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 2.15.

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(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other 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) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) 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.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

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2.16 **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 Department Director.

(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.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the 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.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

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2.18 **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.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** 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 (over 40), 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.

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(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) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency 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. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(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 his 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

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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.

(e) 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 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to 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.

2.21 **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, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **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. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **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

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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. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate 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 COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has 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.

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

2.25 **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.

2.26 **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.

2.27 **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.

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2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and 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.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

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assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

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

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

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(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

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(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

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

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

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2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 *RESERVED*

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

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HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

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EXHIBIT D
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between **Abode Services,** (the "Business Associate") and Napa County (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Napa, a hybrid entity, and its designated covered components, which are subject to the HIPAA Rules.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Media. "Electronic Media" shall have the same meaning as the term is defined in Section 160.103.

(f) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(g) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(h) Individual. "Individual" shall have the same meaning as the term ''Individual'' in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(i) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Exhibit is attached and made a part of.

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(j) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) & 164.514(d): *Standard: Minimum Necessary.*

(k) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(l) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

(m) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(n) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(o) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes Protected Health Information that is under the control of Covered Entity, or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(p) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(q) Subcontractor. "Subcontractor" means a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate.

(r) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

4. **Business Associate's Obligations and Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164 of the Privacy Rule, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

(c) Business Associate shall not sell Protected Health Information.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on

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behalf of, Covered Entity for the purposes specified in Attachment 1 to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate must make reasonable efforts to limit Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

(f) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 of the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth herein.

6. **Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to the Minimum Necessary.

(b) Safeguarding Electronic Protected Health Information. Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable, Should Business Associate fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Covered Entity in accordance with the terms of Section 9 of the Agreement, “Indemnification”.

(c) Destruction of Protected Health Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

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(d) Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain Protected Health Information, Business Associate shall immediately notify Covered Entity of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Covered Entity to disable the previously authorized access.

7. **Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any access, use or disclosure of Protected Health Information not permitted or provided for by the Agreement of which it becomes aware, including any breach as required at Section 164.410, or security incident,. Such notification will be made immediately after discovery by telephone call at 707.253.4715, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.**

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby

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reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

9. **Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity, including Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

(d) Survival. The obligations of Business Associate under this Section 9 shall survive this Agreement.

10. **Individuals' Rights.**

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to
Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under
Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered

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Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. **Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. **Agents and Subcontractors of Business Associate.**

(a) Business Associate agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Protected Health Information received from Covered Entity or created, received , maintained or transmitted by Business Associate on behalf of Covered Entity, that impose the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion , or unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. **Audit, Inspection, and Enforcement.**

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any

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violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity**. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from Covered Entity, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this Section 15 that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies.

(c) If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. Business Associate may retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(d) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

(e) Survival. The obligations of Business Associate under this Section 15 shall survive this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

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18. **Notices.**

(a) 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 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.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Napa County Compliance and Privacy Officer
2751 Napa Valley Corporate Dr. Suite B
Napa, CA 94559

707.253.4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

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HIPAA BUSINESS ASSOCIATE PROVISIONS

ATTACHMENT 1 TO EXHIBIT D

As provided in Paragraph 5 of Exhibit D of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes:

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1362

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 260077B with Department of Health Care Services (Mental Health Plan)

RECOMMENDATION

Approve and authorize Agreement No. 260077B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of a zero-dollar Mental Health Plan agreement that allows the County to bill Medi-Cal for specialty mental health services. (No Fiscal Impact)

BACKGROUND

This Mental Health Plan agreement between California Department of Health Care Services (DHCS) and Napa County's Mental Health Plan is administered by Health and Human Services Agency's (HHSA) Behavioral Health Division. This agreement is the County's legal authority to bill Medi-Cal for specialty mental health services. No new funds are involved via this agreement, and approval merely preserves the County's ability to claim the federal Medi-Cal match; without it, the County would still have to provide the services but could not seek reimbursement. Napa County is required to provide all medically necessary services, meet CalAIM-aligned quality, access, reporting, and coordination standards, and participate in the new payment-reform and peer-support provisions that take effect in Fiscal Year 2025-2026.

Requested Action:

1. Approve and authorize Agreement No. 260077B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of a zero-dollar Mental Health Plan agreement that allows the County to bill Medi-Cal for specialty mental health services.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2110098-A2

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 26 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10098	A2	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Napa

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:
$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this Amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract term end date by 12 (twelve) months. All references to the former contract term of July 1, 2021 through June 30, 2025 in any incorporated exhibit are hereinafter deemed to read July 1, 2021 through June 30, 2026.

III. Certain changes made in this amendment are shown as: Text Additions are displayed in bold and underline. Text deletions are displayed as strike through text.

IV. All other terms and conditions shall remain the same.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Napa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2751 Napa Valley Corporate Drive Building A	Napa	CA	94558

PRINTED NAME OF PERSON SIGNING	TITLE
Anne Cottrell	Chair of the Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

APPROVED AS TO FORM BY NAPA COUNTY COUNSEL

By: Rachel Ross
Date: July 21, 2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2110098-A2

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 26 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10098	A2	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	2024 Budget Act-AB1812		

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Napa County Health and Human Services Agency	94-6000525

By (Authorized Signature)

Printed Name and Title of Person Signing

Anne Cottrell, Chair of the Board of Supervisors

Date Executed	Executed in the County of
	Napa

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1. the dangers of drug abuse in the workplace;

2. the person's or organization's policy of maintaining a drug-free workplace;

3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free policy statement; and,

2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

DATE: June 17, 2025

TO: Napa County Health and Human Services Agency

SUBJECT: Transmittal of the Mental Health Plan (MHP) contract for July 1, 2025 - December 31, 2026

Enclosed for signature is the Mental Health Plan (MHP) contract for 2025-2026.

The contract must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by **August 18, 2025**.

The requirements for processing the enclosed MHP contract include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from the County Board of Supervisors (BOS), which **specifically** approves and authorizes execution of this Contract and signer.
- The individual authorized by the County Board of Supervisors must sign three Standard Agreements (STD 213). Please ensure that the printed name, title, and address are correct. If they are not correct, please cross out and replace to the right side of the name and/or address (ensuring all written information is legible).
- Return the following to DHCS: ****Please do not staple any documents.****
  - **One** copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
  - **Two** original signed STD 213s. Only an original wet signature will be accepted; signature stamps or seals are not an acceptable form of signature.
  - **Two** copies of each of the following exhibits:
    - Standard Agreement (Form STD 213)
    - Exhibit A - Scope of Work
    - Exhibit A - Attachments
    - Exhibit B - Budget Detail and Payment Provisions
    - Exhibit D – Special Terms and Conditions
    - Exhibit E - Additional Provisions
    - Exhibit E – Attachments
    - Exhibit F – Business Associate Addendum
  - **Two** original signed CCC 04/2017 (Contractor Certification Clauses)

- Send to:

Regular Mail & Overnight Mail
Department of Health Care Procurement and Contracts Division Attention: Nga Pham 1501 Capitol Avenue, MS 4200 Sacramento, CA 95814

- Please retain a copy of the signed STD 213 and the documents, as outlined in the STD 213 (copies enclosed), as a temporary record until such time you receive a copy of the executed amendment.

Upon DHCS' receipt of the signed STD 213's and authority documentation (including all enclosed exhibits), the Contract will be processed, and an original signed copy will be returned for your records with all related contractual documents.

We appreciate working with you. If you have any questions, contact me at (916) 713-8509.

Sincerely,

Dee Taylor, HPS I
Department of Health Care Services Medi-Cal Behavioral Health Division
Policy Division Administrative Section
Contracts Unit

Enclosures:

- Standard Agreement (Form STD 213)
- Exhibit A – Scope of Work
- Exhibit A - Attachments
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit D - Special Terms and Conditions
- Exhibit E – Additional Provisions
- Exhibit E – Attachments
- Exhibit F – Business Associate Addendum
- CCC 04/2017 (Contractor Certification Clauses)

Exhibit A
SCOPE OF WORK

1. Service Overview

A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.

B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.

C. This Contract covers the provision of:

[X] SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.

[ ] DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.

D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

Exhibit A
SCOPE OF WORK

E. {Integrated contracts only}

1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.

2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

3. Service Hours

A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.

B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

Department of Health Care Services	**Napa County Health and Human Services Agency**
Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Cassandra Eslami, Deputy Director HHSA - Behavioral Health Telephone: 707-253-4174 Fax: 707-299-2199 Email: cassandra.eslami@countyofnapa.org

Exhibit A
SCOPE OF WORK

B. Direct all inquiries to:

Department of Health Care Services	**Napa County Health and Human Services Agency**
Medi-Cal Behavioral Health Policy Division Attention: Ivan Bhardwaj, Division Chief 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-842-8598 Email: ivan.bhardwaj@dhcs.ca.gov	Attention: Cassandra Eslami Address: 2751 Napa Valley Corporate Dr. Napa, CA 94558 Telephone: 707-253-4174 Fax: 707-299-2199 Email: cassandra.eslami@countyofnapa.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.

B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor's County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

Exhibit A
SCOPE OF WORK

C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.

D. {SMHS and DMC-ODS} Federal PIHP Requirements.

1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.

2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).

E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.

F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.

G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

Exhibit A
SCOPE OF WORK

I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed; Contract Performance

A. See the Attachments to Exhibit A for a detailed description of the services to be performed.

B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:

1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;

2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;

3) [Reserved]

4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor’s business; and

5) Written procedures are developed and maintained for conducting Contractor’s business, including the provision of health care services, in compliance with federal and State Medicaid law.

Exhibit A
SCOPE OF WORK

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A
SCOPE OF WORK

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

A. The Contractor shall comply with the provisions of the Contractor's Implementation Plan for the [SMHS program and/or the DMC-ODS program] as approved by the Department; provided, however, that the requirements of this Contract, applicable law, or Department guidance shall control to the extent there is any conflict between these authorities and the Contractor's Implementation Plan. The Contractor shall obtain written approval by the Department prior to making any changes to either Implementation Plan as approved by the Department.

B. If the Contractor is implementing DMC-ODS for the first time, or if Contractor will provide or arrange for the provision of covered benefits to new eligibility groups in either the SMHS program or DMC-ODS program, then the Contractor shall develop an Implementation Plan for the applicable program that is consistent with the readiness review requirements set forth in 42 C.F.R. part 438.66(d)(4), and, as applicable, state requirements such as Cal. Code Regs. (hereafter C.C.R.), tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1) & (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan.

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship, as described in subsection C, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

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C. The Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

D. The Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

E. The Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2))

F. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this Contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this Contract to subcontractors or contracted providers, if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Contract with the Department, notwithstanding any relationship(s) that the Contractor may have with any subcontractor or contracted provider. (42 C.F.R. § 438.230(b)(1).)

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4. Subcontracts and Provider Contracts

A. This provision is a supplement to Section 5 (Subcontract Requirements) in Exhibit D which is attached hereto as part of this Contract.

1) Pursuant to Exhibit D, Section 5.d, the Department hereby, and until further notice, waives its right to prior review and approval of subcontracts or provider contracts, including existing subcontracts or provider contracts. The Department does not waive its right to review subcontracts or provider contracts for any other purpose outlined in this Contract.

B. No subcontract or provider contract terminates the legal responsibility of the Contractor to the Department to assure compliance with all terms and conditions of this Contract. (42 C.F.R. § 438.230(b).)

C. All subcontracts shall be in writing.

D. All provider contracts for inpatient and residential services shall require that contracted providers maintain necessary licensing, certification and mental health program approvals, as applicable.

E. Each subcontract and provider contract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor’s and contracted provider agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor’s obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's and contracted provider’s agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor or contracted provider from the Contractor.

5) The requirement that the subcontract or provider contract be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of the Contractor under this Contract, including the federal and state requirements listed in Exhibit E, Section 6.

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{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

6) Requirement that the subcontractor or contracted provider comply with all applicable Medicaid laws, regulations, sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract or provider contract.

8) Provisions for full and partial revocation of the subcontract or provider contract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor or contracted provider has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this Contract, including the nondiscrimination provisions at Exhibit E, Section 4.C, and any other provisions specifically identified in this Contract as applying to subcontractors or contracted providers.

10) A requirement that the subcontractor or contracted provider make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, U.S. Department of Health and Human Services (hereafter HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor or the contracted provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's or contracted provider's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) A requirement that the subcontractor or contracted provider maintain books and records of its work pursuant to its subcontract or provider contract, in accordance with Exhibit E, Section 5.A.

12) A requirement that the Contractor monitor the subcontractor's or contracted provider's compliance with the provisions of the subcontract or provider contract and this Contract and a

requirement that the subcontractor or contracted provider provide a corrective action plan if deficiencies are identified, including as described in Exhibit A, Attachment 13, Section 9.

13) Subcontractor's or contracted provider's agreement to hold harmless both the State and members in the event the Contractor cannot or does not pay for services performed by the subcontractor or contracted provider pursuant to the subcontract or provider contract.

14) Subcontractor's or contracted provider's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract or provider contract.

15) Subcontractor's or contracted provider's agreement that assignment or delegation of the subcontract or provider contract shall be void unless prior written approval is obtained from the Contractor.

16) The requirement that any person to whom duties in the subcontract or provider contract are assigned or delegated shall comply with the requirements of this section 4.

F. The Contractor shall require that subcontractors and contracted providers under a contractual, referral, or other arrangement with the Contractor not bill members for covered services in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C)).)

G. {DMC-ODS PHC Model only}

1) PHC is the Contractor's sole subcontractor under this Contract.

2) If Contractor's subcontract with PHC is terminated, the Contractor shall notify the Department within two business days. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

5. Accreditation Status

A. The Contractor is not required to obtain accreditation by a private independent accrediting entity. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

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B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict-of-interest safeguards described in:

1) 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and

2) The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.

B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; 2 C.C.R. § 18704; 42 C.F.R. § 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (2 C.C.R. § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, 2 C.C.R. § 18707(a); 42 C.F.R. § 438.3(f)(2).)

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{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Contract Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

E. Additional Requirements.

1) DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

2) Conflicts of interest include, but are not limited to:

i. An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

ii. An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

3) If DHCS is or becomes aware of a known or suspected conflict of interest, DHCS will notify the Contractor of the known or suspected conflict and the Contractor will be given an opportunity to respond to or resolve the alleged conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification to provide DHCS with complete information regarding the suspected conflict. If a conflict of interest is determined to exist

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

7. Documentation Standards

A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department, including in BHIN 23-068 and any subsequent guidance.

B. In the event of a conflict between the terms of this Contract relating to documentation standards and a state or federal statute or regulation, or a BHIN issued by DHCS, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

8. Laboratory Testing Requirements

A. 42 C.F.R. part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

1) Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for provider-performed microscopy procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or

2) Is CLIA-exempt.

B. These rules do not apply to components or functions of:

1) Any facility or component of a facility that only performs testing for forensic purposes.

2) Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.

3) Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

C. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 C.F.R. section 493, except that the Secretary may modify the application of such requirements as appropriate.

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1. Criteria for Members to Access Specialty Mental Health Services

The Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below. The Contractor shall ensure that these access criteria are accurately reflected in its manuals and other materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073.)

A. Criteria for Adult Members to Access the SMHS Delivery System

For members 21 years of age or older, the Contractor shall provide covered SMHS for members who meet both of the following criteria, (1) and (2) below:

1) The member has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities; and/or

ii. ii. A reasonable probability of significant deterioration in an important area of life functioning,

AND

2) The member's condition as described in paragraph (1) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems; or

ii. A suspected mental disorder that has not yet been diagnosed.

(W&I Code § 14814.402, subd. (c).)

B. Criteria for Members under Age 21 to Access the SMHS Delivery System

For enrolled members under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code. Covered SMHS shall be provided to enrolled members who meet either of the following criteria:

1) The member has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma

screening tool approved by the Department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness;

OR

2) The member meets both of the following requirements in i and ii below:

i. The member has at least one of the following:

a. A significant impairment;

b. A reasonable probability of significant deterioration in an important area of life functioning;

c. A reasonable probability of not progressing developmentally as appropriate; or

d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide,

AND

ii. The member's condition as described in subparagraph (A) is due to one of the following:

a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems;

b. A suspected mental health disorder that has not yet been diagnosed; or

c. Significant trauma placing the member at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

(W&I Code § 14184.402, subd. (d).)

2. Provision of Services

A. For each member who meets the SMHS access criteria, as defined above, the Contractor shall provide or arrange, and pay for, the SMHS listed below that are medically necessary (as defined in Exhibit E, Attachment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1), and clinically appropriate to address that member's presenting condition, including services for a member who is under the age of 21 consistent with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements. Contractor is obligated to cover all mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services (NSMHS), as established in W&I Code section 14184.402(b), that are medically necessary EPSDT services for members under the age of 21 who meet SMHS access criteria. Covered services shall be provided in accordance with this Contract, the California Medicaid State Plan, the applicable statutes and regulations (including 9 C.C.R. §§ 1810.345, 1810.350 and 1810.405, and 42 C.F.R. § 438.210), and any relevant information notices issued by the Department. See Exhibit E, Attachment 2 for detailed definitions of the SMHS listed below:

1) Mental Health Services;

2) Medication Support Services;

3) Day Treatment Intensive;

4) Day Rehabilitation;

5) Crisis Intervention;

6) Crisis Stabilization;

7) Adult Residential Treatment Services;

8) Crisis Residential Treatment Services;

9) Psychiatric Health Facility Services;

10) Intensive Care Coordination (for members under the age of 21);

11) Intensive Home Based Services (for members under the age of 21);

12) Therapeutic Behavioral Services (for members under the age of 21);

13) Therapeutic Foster Care (for members under the age of 21);

14) Psychiatric Inpatient Hospital Services;

15) Targeted Case Management;

16) Peer Support Services (if the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 2B); and

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

17) For members under the age of 21, the Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code (W&I Code § 14184.402 (d)).

18) Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services") (W&I Code § 14132.57, BHIN 23-025).

B. Medi-Cal Managed Care Plan members receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency – for which members receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient SMHS, as provided for in this Contract and as required pursuant to section 1396d(r) of title 42 of the United States Code. Prescription drug and emergency benefits are provided through other delivery systems.

3. Requirements for Emergency and Post-Stabilization Services

A. Emergency and post-stabilization services described in 42 C.F.R. section 438.114 provided in a hospital emergency department are not SMHS covered by Contractor. Emergency and post-stabilization services provided in a hospital emergency department for Medi-Cal members are covered by Medi-Cal Managed Care Plans or through fee-for-service. Medi-Cal Managed Care Plans cover and pay for medically necessary emergency and post stabilization services provided in a hospital emergency department including the following:

1) Emergency room professional services as described in 22 C.C.R. section 53855. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the member.

2) Facility charges claimed by emergency departments (All Plan Letter (APL) 22-005, BHIN 22-011) for emergency room visits;

3) Post-Stabilization services as defined in 42 C.F.R. section 438.114(a).

B. Contractor shall comply with BHIN 22-017, BHIN 22-011, and any subsequent Departmental guidance, pertaining to authorization requirements for inpatient psychiatric services and payment responsibilities for services provided to individuals experiencing a

psychiatric emergency medical condition, as defined in Health and Safety Code section 1317.1, in a hospital or psychiatric health facility inpatient setting.

4. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require contracted providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with BHIN 22-016 and any subsequent departmental notices.

B. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation meet the applicable requirements of 9 C.C.R. §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation programs include in the services provided one or more of the following service components: assessment, treatment planning, therapy, psychosocial rehabilitation. Both programs must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone.

D. Staffing Requirements. Staffing ratios shall be consistent with the requirements in 9 C.C.R. § 1840.350, for day treatment intensive, and 9 C.C.R. tit. 9 § 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

intensive or day rehabilitation activities are being performed exclusive of other activities.

E. The Contractor shall ensure that the contracted provider receives Medi-Cal reimbursement only if the member is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the member's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

F. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 23-068.

G. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult member, or one contact per month with the legally responsible adult for a member who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult members may decline this service component. The contacts should focus on the role of the support person in supporting the member's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

H. Written Program Description. The Contractor shall ensure that all contracted Day treatment intensive programs and day rehabilitation programs have a written program description. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review and approve or deny the written program description for compliance with this section. The Contractor shall not authorize a day treatment intensive or day rehabilitation provider to provide services until the Contractor approves the written program description.

I. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

1) A half day shall be billed for each day in which the member receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

2) A full day shall be billed for each day in which the member receives face-to-face services in a program with services available more than four hours per day.

3) Although the member must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the member.

4) The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not include these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

5. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are SMHS covered as EPSDT. (9 C.C.R. § 1810.215.) TBS are intensive, one-to-one services designed to help members and their parents/caregivers manage specific behaviors using short-term measurable goals based on the member's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 2B
[RESERVED]

Exhibit A – Attachment 2C
[RESERVED]

Exhibit A – Attachment 2D
[RESERVED]

Exhibit A – Attachment 2E
[RESERVED]

Exhibit A – Attachment 2F
[RESERVED]

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. {SMHS and DMC-ODS only} Provider Compensation

The Department shall ensure that no payment is made to a contracted provider other than by the Contractor for services covered under this Contract except when these payments are specifically required to be made by the Department in Title XIX of the Act or in 42 C.F.R. chapter IV. (42 C.F.R. § 438.60.)

2. Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46 as applicable.

B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 (SMHS), 22-053 (DMC-ODS), and 23-027 (DMC), as applicable, and any subsequent information notices.

1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).

2) These payment parameters apply to all covered services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.

C. <u>{SMHS and DMC-ODS only}</u> To initiate payment, Contractor shall require IHCPs to submit claims in accordance with Contractor's claiming requirements. The rate on the AI submitted claim shall reflect the rate the IHCP should be paid for the service in accordance with the authorities cited in Exhibit A, Attachment 3, Section 2.B. However, if the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the authorities cited in Exhibit A, Attachment 3, Section 2.B.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

3. {SMHS and DMC-ODS only} Prohibited Payments

A. Federal financial participation (FFP) is not available for any payment amount for services furnished by an excluded individual or entity, or at the direction of a physician during the period such physician is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)

B. In accordance with 42 U.S.C. § 1396b (i), the Contractor is prohibited from paying for an item or service:

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or pursuant to section 1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42 and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any services or activities furnished for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. [Reserved]

5. {SMHS and DMC-ODS only} Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

6. {SMHS and DMC-ODS only} Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, including requiring the network provider to provide written notification of the reason for the overpayment to the Contractor. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).) The Contractor shall annually report to the Department on their recoveries of overpayments. (42 C.F.R. §§ 438.604(a)(7) and 438.608(d).)

7. {SMHS and DMC-ODS only} Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a contracted provider (9 C.C.R. § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. sections 422.208 and 422.210.

2) Contractor shall not make payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

medically necessary services furnished to a member. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection for the physician or physician group and conduct annual member surveys. (42 C.F.R. § 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid member upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. {SMHS and DMC-ODS only} Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).

B. The Contractor's health information system shall, at a minimum:

1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).

2) Ensure that data received from providers is accurate and complete by:

i. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).

ii. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).

iii. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The Contractor shall submit all member encounter data that the Department is

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

3. {SMHS and DMC-ODS only} Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. MEDSLITE Access

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged with DHCS.

E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. ICD-10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.

C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for covered services to receive reimbursement of FFP.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

6. HIPAA and Additional Data Standards

A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

B. Trading Partner Requirements

1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).

2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).

3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 C.F.R. § 162.915 (c)).

4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 C.F.R. § 162.915 (d)).

C. Concurrence for Test Modifications to HHS Transaction Standards

1) Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

D. Adequate Testing

1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

E. Deficiencies

1) The Contractor agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions, errors, or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

F. Code Set Retention

1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

G. Data Transmission Log

1) Both DHCS and the Contractor shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Contract. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the covered services it furnishes to Medi-Cal members, including quality management. (42 C.F.R. § 438.330(a)(1).)

1) {Integrated Contracts (DMC-ODS counties)} The Contractor's QAPI Program shall address both SMHS and DMC-ODS services, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

2) {Integrated Contracts (DMC counties)} The Contractor's QAPI Program shall address SMHS, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs. The Contractor is encouraged, but not required, to implement an integrated QAPI Program that includes attention to all DMC services furnished outside the SMHS PIHP, in addition to the required QAPI activities described in this Attachment 5.

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary. (42 C.F.R. § 438.330(e)(2); 9 C.C.R. § 1810.440(a)(6).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. (42 C.F.R. § 438.330(a)(2).)

1) The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330(b)(2), (c)(2).)

2) The monitoring of accessibility of services outlined in the Quality Improvement (QI) Work Plan will at a minimum include:

i. Timeliness of first initial contact to face-to-face appointment or synchronous video or audio-only interaction, consistent

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

with BHIN 23-018 or any subsequent Departmental guidance.

ii. Frequency of follow-up appointments.

iii. Timeliness of services of the first dose of NTP services *(not applicable to SMHS)*.

iv. Access to after-hours care.

v. Responsiveness of the member access line.

vi. Strategies to reduce avoidable hospitalizations.

vii. Coordination of physical, mental health, and SUD services at the provider level.

viii. Assessment of the members' experiences.

ix. Telephone access line and services in the prevalent non-English languages.

3) With respect to the data elements required for External Quality Review (EQR), as described under Exhibit A, Attachment 5, Section 4, below, the Contractor's QI Committee (as defined below) shall review those data at a minimum on a quarterly basis since EQR site reviews will begin after county implementation.

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess member/family satisfaction. The Contractor shall assess member/family satisfaction by:

1) Surveying member/family satisfaction with the Contractor's services at least annually;

2) Evaluating member grievances, appeals and State Hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

H. The Contractor shall inform providers of the results of member/family satisfaction activities described in paragraph G.

I. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

J. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members system-wide.

K. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

L. The Contractor's QAPI Program shall include Performance Improvement Projects (PIPs) as specified in Exhibit A, Attachment 5, Section 5 below.

M. The Contractor shall ensure continuity and coordination of care with other managed care plans and medical providers. The Contractor shall coordinate with other human services agencies used by its members. The Contractor shall assess the effectiveness of any Memorandum of Understanding (MOU) with a managed care plan pursuant to Exhibit A, Attachment 10 Section 3 of this Contract.

2. Quality Improvement (QI) Work Plan

A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current Contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including:

i. Maintaining, and reviewing member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records reviews as required by 9 C.C.R. section 1810.440(a)(5) and 42 C.F.R. section 438.416(a) and under this Contract; and

ii. Performance measurement data monitoring the accessibility of services, as specified above in Exhibit A, Attachment 5, Section 1.D.2;

2) Evidence that QI activities, including PIPs, have contributed to meaningful improvement in clinical care and member service;

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

3) A description of completed and in-process QI activities, including PIPs. The description shall include:

   i. Monitoring efforts for previously identified issues, including tracking issues over time;

   ii. Objectives, scope, and planned QI activities for each year; and,

   iii. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area (including the requirements defined under Exhibit A, Attachment 8, Section 2.B);

5) Evidence of compliance with the requirements for cultural competence and language and format, as specified in Exhibit A, Attachment 7, Section 2, and Exhibit A, Attachment 11, Section 3;

6) {Standalone DMC-ODS Contracts Only} For SFY 2026-27, a description of how the Contractor will integrate its SMHS and DMC-ODS QI Work Plans beginning January 1, 2027, pursuant to Behavioral Health Administrative Integration.

B. The Contractor will submit its QI Work Plan to DHCS upon request, including in connection with any reporting under the Behavioral Health Services Act.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members.

B. The Contractor shall establish a QI Committee to review the quality of covered services provided to members. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including PIPs; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director. (9 C.C.R. § 1810.440(a)(1).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

D. Operation of the QI program shall include substantial involvement by a mental health LPHA and/or an SUD LPHA, as applicable for the services covered under the Contract. (9 C.C.R. § 1810.440(a)(4).)

1) {Integrated Contracts (DMC counties)} The Contractor's QI program must include substantial involvement by a mental health LPHA. The Contractor is encouraged, but not required, to include substantial involvement by an SUD LPHA.

E. The Contractor's practitioners and providers, members who have accessed specialty mental health and/or SUD treatment services through the Contractor (as applicable for the covered services under this Contract), family members, legal representatives, or other persons similarly involved with members as described in 9 C.C.R. § 1810.440(a)(2)(A-C) shall be actively involved in the planning, design and execution of the QI Program.

F. QI activities shall include:

1) Collecting and analyzing data—including the data identified in Sections 1 and 2 of this Attachment—to measure against the goals or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, members and their family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions; and

7) Incorporating successful interventions into the Contractor's operations as appropriate.

4. External Quality Review

A. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320).

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

EQR shall include the minimum requirements of 42 C.F.R. § 438.358(b) and may be expanded to include additional activities as determined by DHCS, including those identified in 42 C.F.R. § 438.358(c).

B. Among other data elements, the EQR protocol shall include review of (42 C.F.R. § 438.358):

1) Number of days to first service at appropriate level of care after referral.

2) Existence of a 24/7 telephone access line with prevalent non-English language(s).

3) Access to services with translation services in the prevalent non-English language(s).

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two PIPs per year, including any PIPs required by DHCS or CMS (42 C.F.R. § 438.330(a)). DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction; (42 C.F.R. § 438.330(d).)

2) Include measurement of performance using objective quality indicators; (42 C.F.R. § 438.330(d)(2)(i).)

3) Include implementation of interventions to achieve improvement in the access to and quality of care; (42 C.F.R. § 438.330(d)(2)(ii).)

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; (42 C.F.R. § 438.330(d)(2)(iii).) and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2)(iv).)

B. The Contractor shall report the status and results of each PIP to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

C. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to produce new information on quality of care annually.(42 C.F.R. § 438.330(d)(3).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and 9 C.C.R. § 1810.326)

B. Such guidelines shall meet the following requirements (42 C.F.R. § 438.236(b):

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the members;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate.

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members and potential members. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, member education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1. {SMHS and DMC-ODS only} Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to covered services as required in this Contract.

B. The Utilization Management Program shall evaluate:

1) that services are medically necessary in accordance with the definition of “medical necessity” in Exhibit E, Attachment 1;

2) the appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively;

3) {DMC-ODS only} that the ASAM Criteria shall be used to determine placement into the appropriate level of care for SUD services; and

4) that the interventions are appropriate for the diagnosis and level of care.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to covered services and for the purpose of utilization control, provided that:

1) The services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(ii)(A).)

2) The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered service solely because of diagnosis, type of illness, or condition of the member. (42 C.F.R. Section 438.210(a)(3)(ii)) The Contractor may deny services based on W&I Code §§ 14184.402, subdivisions (a), (c), and (d); 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(4)(i).)

3) The Contractor shall not avoid costs for services covered under this Contract by referring members to other publicly supported health care resources.

4) The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member’s ongoing need for such services and supports.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

E. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care, including tracking:

1) The number of days to first covered service at an appropriate level of care following initial request or referral for all covered services;

2) Whether a member was delayed access to care due to an insufficient number of providers able to provide services and, how long such a member was delayed access to care; and

3) The number, percentage of denied, and timeliness of requests for authorization for all covered services that are submitted, processed, approved, and denied.

2. {SMHS and DMC-ODS only} Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with this Contract, as well as BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in covered benefits subsequent to the effective date of this Contract, and any applicable state and federal regulations. (42 C.F.R. §§ 438.210, 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).) The Contractor shall define service authorization request in a manner that at least includes a member's request for the provision of a service. (42 C.F.R. § 431.201.)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the member written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)). The member's notice shall meet the requirements in Exhibit A Attachment 12, Section 1, and any applicable state and federal law.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

B. {SMHS only} Additional Service Authorization Requirements

1) Except as provided below, the Contractor shall comply with the authorization requirements and timeframes in BHINs 22-016 and 22-017 and any subsequent Departmental notices issued to address parity in mental health and SUD benefits, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

2) For outpatient SMHS that are subject to prior authorization, the following timelines apply, notwithstanding BHIN 22-016:

i. The Contractor shall make a decision regarding a provider's request for prior authorization as expeditiously as the member's mental health condition requires, not to exceed five business days from Contractor's receipt of the information reasonably necessary and requested by the Contractor to make the determination, not to exceed the time limits below. This timeframe may not be extended.

a. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

b. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

ii. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. This timeframe may not be extended. (42 C.F.R. § 438.210(d)(2))

3) Among other requirements, the Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (BHIN 22-017; See 9 C.C.R. § 1820.200(d)).

4) [Reserved]

C. {DMC-ODS only} Additional Service Authorization Requirements:

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1) The Contractor shall provide prior authorization for residential and inpatient services within 24 hours of the prior authorization request being submitted by the provider. (BHIN 24-001.)

2) Prior authorization is prohibited for non-residential, non-inpatient DMC-ODS services. (BHIN 24-001.)

3. Parity in Mental Health and SUD Benefits

A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)

B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)

C. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

1. Member Eligibility & Enrollment

A. Medi-Cal members in Contractor's county are automatically enrolled with Contractor for purposes of covered services. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for covered services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD services, as applicable. (9 C.C.R. § 1810.228.)

1) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

2) The Contractor or its contracted provider shall verify the Medicaid eligibility determination of an individual. When the contracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD treatment services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS or SUD treatment services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of any of these protected traits. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan, which shall be submitted to and approved by the Department in accordance with applicable Department guidance.

1) {Integrated Contracts (DMC-ODS and DMC counties)} Members with Co-Occurring Behavioral Health Needs

i. {Integrated Contracts (DMC-ODS counties)} The Contractor shall develop a single Cultural Competence Plan that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

ii. {Integrated Contracts (DMC counties)} The Contractor's Cultural Competence Plan shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

a. The Contractor is encouraged, but not required, to develop an integrated Cultural Competence Plan that addresses individuals with SUD needs to the same extent as individuals with SMHS needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

2) The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (9 C.C.R. § 1810.410, subds. (c)-(d).)

3) The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to 9 C.C.R. section 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

C. The Contractor shall ensure that its contracted providers are responsible to provide culturally competent services.

1) Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

organizational structure, as well as being upheld in day-to-day operations.

2) To ensure equal access to quality care by diverse populations, each contracted provider receiving funds under this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 C.F.R. section 438.206(c)(2).

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide medically necessary covered services to a particular member within the time, distance, and timely access standards under this Contract, the Contractor shall allow the member to access the services and adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them and in accordance with state and federal law, this Contract, and Department information notices, including BHIN 21-008, and any subsequent notices. (42 C.F.R. § 438.206(b)(4).)

1) {SMHS only} The Contractor shall comply with the requirements of 9 CCR section 1830.220 regarding providing members access to out-of-network providers when a provider is available in Contractor's network.

2) {DMC-ODS only} Additional requirement for DMC-ODS residential services. The requirements in paragraph A apply with respect to each ASAM level of care that is covered by Contractor and medically necessary for a given member.

B. In cases where an out-of-network provider is not available within the time and distance standards (BHIN 24-020; BHIN 22-031; BHIN 21-008):

1) Contractor shall arrange for telehealth with an out-of-network provider consistent with BHIN 23-018, or shall coordinate transportation to an in-person visit if telehealth is clinically inappropriate or if the member requests an in-person visit. Contractor shall coordinate transportation with member's Managed Care Plan (MCP) or, for members not enrolled with an MCP, with DHCS by contacting DHCSNMT@dhcs.ca.gov.

2) Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.

C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

ensure that the cost to the member for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with9 C.C.R. section 1810.365. (42 C.F.R. § 438.206(b)(5).)

D. [Reserved]

E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with parity requirements in 42 C.F.R. section 438.910(d)(3), including as described in Exhibit A, Attachment 6, Section 3.

4. {SMHS only} Foster Children Placed Out-of-County

The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in accordance with W&I Code sections 14717.1 and 14717.2 and pursuant to Department information notices. The Contractor shall follow Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 24-025, and any subsequent guidance or standardized templates that the Contractor may use or adapt to the Contractor's needs.

5. {SMHS only} Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract.

D. The Contractor shall comply with timelines specified in 9 C.C.R. § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. American Indian and Alaska Native (AI/AN) Members

A. Choice of provider. The Contractor shall permit AI/AN members to obtain covered services from certified IHCPs, including out-of-network IHCPs. (42 C.F.R. § 438.14(b)(4); BHINs 22-020 (SMHS) and 22-053 (DMC-ODS).)

1) The Contractor shall permit an out-of-network IHCP to refer an Indian member to a network provider. (42 C.F.R. § 438.14(b)(6).)

2) The Contractor is not obligated to pay for services provided to non-AI/AN members by out-of-network IHCPs.

B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the Contract from such providers for AI/AN members who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county, in accordance with the Department's latest guidance on network adequacy certifications. (BHINs 22-020 and 22-053.)

7. Choice of Provider

The Contractor shall provide each member a choice of the person providing services to the extent possible and appropriate. (42 C.F.R. § 438.3(l); Cal. Code Regs., tit. 9, § 1830.225).

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

8. 24/7 Access Line

A. 24/7 Access Line Services

1) {Integrated Contracts (DMC-ODS or DMC)} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to SMHS and/or SUD services. The Contractor must maintain and publicize a single telephone number that supports access to both SMHS and DMC-ODS services.

2) {Standalone SMHS or DMC-ODS} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to covered services.

B. The Contractor shall publish information about the access line on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.

C. The Contractor's access line shall provide oral and audio-logical (TTY/TDY) translations in the member's primary language.

D. The access line shall provide 24/7 referrals to services for urgent conditions and medical emergencies.

9. Second Opinions

A. The Contractor shall provide second opinions from a network provider, or arrange for the member to obtain a second opinion outside the network, at no cost to the member. (42 C.F.R § 438.206(b)(3).)

B. At the request of a member, when the Contractor or its network provider has determined that the member is not entitled to SMHS due to not meeting the criteria for access to SMHS, the Contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse).

10. Minor Consent

A. Minors who are 12 years of age or older do not need parent, legal guardian, or Authorized Representative consent to access medical care and counseling relating to the diagnosis and treatment of a drug- or alcohol-related problem, with the exception of replacement narcotic therapy, pursuant to Family Code section 6929.

B. A minor who is 16 years of age or older does not need parent, legal guardian, or Authorized Representative consent to receive medications for opioid use disorder from a licensed narcotic treatment program as

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

replacement narcotic therapy pursuant to Family Code section 6929, only if, and to the extent that, it is permitted by federal law.

C. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services, subject to the parameters in Family Code section 6924 and BHIN 24-046.

D. Contractor must ensure access to the minor consent services described above without requiring prior authorization, from any contracted provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.

E. Contractor must ensure members are informed of the availability of these services, including informing the minor whether or not they may consent on their own behalf.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. {SMHS and/or DMC-ODS only} Provider Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.608(b).) This provision does not require the network provider to render services to Medi-Cal Fee-for-Service members.

B. {SMHS only} The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected members. (42 C.F.R. § 438.602(b)(2).)

C. {DMC-ODS only} The Contractor shall contract only with providers that, prior to the furnishing of services under this Contract, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC-certified provider under applicable federal and state regulations.

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.

2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

C. {SMHS and DMC-ODS only} The Contractor shall ensure that in planning for the provision of covered services, the following barriers to services are considered and addressed:

1) Lack of educational materials or other resources for the provision of services.

2) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

3) Institutional, cultural, and/or ethnicity barriers.

4) Language differences.

5) Lack of service advocates.

6) Failure to survey or otherwise identify the barriers to service accessibility.

7) Needs of persons with a disability.

3. {SMHS and DMC-ODS only} Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to members in a timely manner and without utilizing waitlists. (42 C.F.R. § 438.206(a)).

B. The Contractor shall maintain and monitor a network of appropriate providers that is supported by written agreements and that is sufficient to provide adequate access to all services covered under this Contract for all members, including those with limited English proficiency or physical or mental disabilities. (42 C.F.R. § 438.206(b)(1).) In establishing and monitoring the network, the Contractor shall document the following:

1) The anticipated number of Medi-Cal eligible members.

2) The expected utilization of services, taking into account the characteristics of mental health and SUD treatment needs of members.

3) The expected number and types of providers in terms of training and experience needed to meet expected utilization.

4) The number of network providers who are not accepting new members.

5) The geographic location of providers and their accessibility to members, considering distance, travel time, means of

transportation ordinarily used by Medi-Cal members, and physical access for disabled members.

C. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

D. The Contractor shall adhere to, in all geographic areas within the county, the network adequacy standards for adult and pediatric mental health and SUD providers developed by the Department to implement 42 C.F.R. sections 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in state law (including W&I Code § 14197) and the Department's current guidance regarding network adequacy certifications. (42 C.F.R. § 438.68(a), (b)(1)(iii) and (b)(3), 438.206(a); W&I Code § 14197.)

E. If Contractor cannot meet the time or distance standards in W&I Code section 14197, subdivisions (b) or (c), Contractor shall submit to the Department a request for Alternate Access Standards. (W&I Code § 14197, subd. (f)(3).) The Department will evaluate requests and grant appropriate exceptions as specified in the Department's current guidance regarding network adequacy certifications. (42 C.F.R. §§ 438.68(a) &(d), 438.206(a); W&I Code § 14197(f).)

4. Timely Access

A. {SMHS and DMC-ODS only} In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:

1) Meet, and require network providers to meet, the standards for timely access to care and services, without utilizing waitlists and taking into account the urgency of need for services, pursuant to W&I Code section 14197, subdivision (d), and as specified in the Department's current guidance regarding timely access, BHIN 24-020, or any successor guidance.

2) Require network providers to have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the provider offers services to non-Medi-Cal members. If the provider only serves Medi-Cal members, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another county behavioral health program delivery system.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

3) Make services available to members 24 hours a day, 7 days a week, when medically necessary.

4) Establish mechanisms to ensure that network providers comply with the timely access requirements;

5) Monitor network providers regularly to determine compliance with timely access requirements;

6) Take corrective action if a network provider fails to comply with timely access requirements.

B. {DMC only} Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.

C. The applicable waiting time for a particular appointment may be extended at the member's request if the following conditions are met:

1) The member's medical record notes that waiting will not have a detrimental impact on the member's health, as determined by the referring or treating licensed health care provider, or by the health professional providing triage or screening services, who is acting within the scope of their practice consistent with professionally recognized standards of practice;

2) The provider's decision to extend the applicable waiting time is noted in the member's medical record and made available to DHCS upon request; and

3) Contractor ensures that the member receives notice of the provider's decision to extend the applicable waiting time with an explanation of the member's right to file a grievance disputing the extension. (W&I Code § 14197, subd. (d)(1)(A); Health & Safety Code § 1367.03, subd. (a)(5)(H); 28 C.C.R. § 1300.67.2.2(c)(5)(H); BHIN 22-073.)

D. Contractor must ensure that its contracted providers and subcontractors participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors. Contractor must include language to this effect in any new or amended network provider or subcontractor agreements executed after the effective date of this Contract.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

5. {SMHS and DMC-ODS only} Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected utilization in its service area in accordance with BHIN 24-020, and subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 24-020 and any subsequent guidance issued by the Department, to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of covered services that are adequate for the anticipated number of members for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 24-020 and any subsequent guidance issued by the Department, but no less frequently than the following (42 C.F.R. § 438.207(c)):

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

~~i.~~ Changes in services;

ii. Changes in benefits;

iii. Changes in geographic service area;

iv. Changes in the composition of or payments to the Contractor's provider network; or

v. Enrollment of a new population in the Contractor's county.

D. The Contractor is required to notify DHCS by email of one of the above-listed changes at MHSDFinalRule@dhcs.ca.gov.The Contractor shall include details regarding the change and the Contractor's plans to ensure members continue to have access to adequate services and providers.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

E. 274 Provider Network Data Reporting

1) The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis between the 1st and 10th of each month. (42 C.F.R. § 438.207(a))

2) The Contractor shall complete data submissions pursuant to DHCS BHIN 24-020 and BHIN 22-032 and any subsequent guidance issued by the Department.

6. [Reserved]

7. {SMHS and DMC-ODS only} Provider Selection

A. The Contractor shall have and implement written policies and procedures for selection and retention of network providers to provide covered services that at a minimum meet the requirements of 42 C.F.R. section 438.214. These policies and procedures shall apply equally to all providers regardless of public, private, for-profit or non-profit status.

1) The Contractor shall select the qualified providers to establish its provider networks, except as otherwise provided in this Contract (e.g., IHCPs as described in Exhibit A, Attachment 7, Section 6).

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all contracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy, including the policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give providers that apply to be network providers and with whom the Contractor decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

G. This section, may not be construed to:

1) Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by this Contract. (42 C.F.R. § 438.206(b)(6).)

I. The Contractor shall only use licensed, registered, certified, or waivered providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. This includes

1) Individuals with a Mental Health Professional Licensure Waiver in accordance with BHIN 24-033 or any subsequent departmental guidance; and

2) Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

i. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

ii. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS

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application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

J. {SMHS only} The Contractor shall establish individual, group and organizational provider selection criteria for network providers as provided for in 9 C.C.R. section 1810.435(a).

K. {DMC-ODS only} Additional requirements applicable to providers that furnish DMC-ODS services:

1) The Contractor may contract only with DMC-certified providers to provide DMC-ODS services. DMC-certified providers that do not receive a contract with Contractor to provide DMC-ODS services cannot receive a direct contract with the State to provide DMC-ODS services to residents of DMC-ODS Counties.

2) The Contractor shall only select providers that have an SUD Medical Director who, prior to the delivery of services under this Contract, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 C.F.R. section 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this Contract, and has signed a Medicaid provider agreement with DHCS as required by 42 C.F.R. section 431.107.

3) [Reserved]

4) Medication Assisted Treatment (MAT): DMC-ODS network providers, at all levels of care, shall demonstrate that they comply with BHIN 23-054 and any subsequent guidance issued by the Department regarding the provision of, or referrals for, MAT, as well as the maintenance of a DHCS-approved MAT policy. The Contractor shall monitor the referral process or provision of MAT services.

5) Evidence Based Practices (EBPs): The Contractor shall ensure that providers implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider, per service modality. The Contractor shall ensure the providers have implemented EBPs and are delivering the practices to fidelity. The State shall monitor the implementation of EBPs during reviews. The EBPs include:

i. Motivational Interviewing: A member-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach

frequently includes other problem solving or solution-focused strategies that build on members' past successes.

ii. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

iii. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.

iv. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

v. Psycho-Education: Psycho-educational groups are designed to educate members about substance misuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

8. {SMHS only} SMHS Provider Certification

A. The Contractor shall comply with 9 C.C.R. section 1810.435, in the selection of providers.

B. [Reserved]

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another SMHS program's certification documents to certify, the organizational providers that contract with the Contractor to provide covered services in accordance with 9 C.C.R. section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the Contract, and once

every three years after that date. The on-site review required by 9 C.C.R. section 1810.435, subdivision (d), as a part of the certification process, shall be performed at any site owned, leased, or operated by the provider and/or used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to members at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider‘s request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to members at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. On-site reviews. The Contractor is responsible for conducting on-site reviews for their network providers, except that the Department shall conduct on-site reviews for all county-owned and operated providers. The on-site review shall verify that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members and staff.

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5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Exhibit A, Attachment 10; Exhibit E, Section 4; Exhibit D, Section 7; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined 9 C.C.R. sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

    i. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

    ii. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

    iii. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

    iv. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

    v. Drugs are not retained after the expiration date.

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vi. Intramuscular multi-dose vials are dated and initialed when opened.

vii. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

viii. Policies and procedures are in place for dispensing, administering and storing medications.

H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Exhibit A, Attachment 2A, Section 4.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Exhibit A, Attachment 2A, Section 4.

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code sections 1204 and 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

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4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. [Reserved]

N. Contractor may accept the certification of an SMHS provider by another SMHS program, or by the Department, in order to meet the Contractor's obligations under this section. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another SMHS program, Contractor shall remain ultimately responsible for adequate performance of all duties and obligations under this Contract.

9. {DMC and DMC-ODS only} DMC Provider Certification and Monitoring

A. DHCS shall certify eligible providers to participate in the DMC program.

B. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at any site.

C. Perinatal Services. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in:

1) {DMC-ODS only} Exhibit A, Attachment 2C, Section 22.

2) {DMC only} 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

D. Contracted Providers

1) {DMC-ODS only} The Contractor shall require all the contracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's provider contracts shall require that providers comply with all applicable regulations and guidelines, including:

i. 21 C.F.R.§ 1300.01, et seq., 42, C.F.R., § 8.1 et seq.

ii. 22 C.C.R. § 51490(a).

iii. Exhibit A, Attachment 2C, Section 22.

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iv. 9 C.C.R. § 10000, et seq.

v. 22 C.C.R. § 51000 et. seq.

vi. W&I Code § 14184.100 et seq.

2) {DMC only} The Contractor shall only use licensed, certified, registered, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver.. This includes

i. Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

a. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

b. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification

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application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

G. {DMC-ODS only} The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

1) A provider's certification to participate in the DMC program shall automatically terminate if the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

H. Continued Certification

1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

I. {DMC only} Credentialing and Re-credentialing. The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

10. {SMHS and DMC-ODS only} Provider Disclosures.

A. The Contractor shall comply with the provisions of 42 C.F.R. sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

11. Termination of a Provider Contract

A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

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B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

C. {SMHS and DMC-ODS only} The Contractor shall make a good faith effort to give written notice of the termination to each member who was seen on a regular basis by the terminated provider, as described in Exhibit A, Attachment 11, Section 2.B.

12. {SMHS and DMC-ODS only} Provider Member Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Supplement 3 to Attachment 3.1-A, page 2i of the State Plan, or an LPHA, as defined in Exhibit E, Attachment 1, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health and/or SUD services for any of the following:

1) The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the member needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

13. {SMHS and DMC-ODS only} Provider Notifications

A. The Contractor shall inform contracted providers, at the time they enter into a contract, about:

1) Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 - 438.424.

2) The member's right to file grievances and appeals, orally or in writing, and the requirements and timeframes for filing.

3) The availability of assistance to the member with filing grievances and appeals.

4) The member's right to give written consent to allow a provider, acting on behalf of the member, to file a grievance or appeal.

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5) The member's right to request a State Hearing after the Contractor has made a determination on a member's appeal, which is adverse to the member.

6) The member's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes.

7) Any state-determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

Exhibit A – Attachment 9
[RESERVED]

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. {SMHS and DMC-ODS only} Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each member has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).) Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2) Coordinate the services the Contractor furnishes to the member between settings of care and levels of treatment, including appropriate discharge planning for short term and long-term hospital and institutional stays. (42 C.F.R. § 438.208(b)(2)(i).)

i. Coordinate the services the Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members to foster a member-centered and whole-person approach to wellness. (42 C.F.R. § 438.208(b)(2)(ii)-(iv), 9 C.C.R. § 1810.415.)

ii. Regarding discharge planning, coordinate with SMHS and SUD providers to support transitions between levels of care and to recovery resources, as well as appropriate referrals to providers of SMHS, SUD, primary care, or specialty medical services.

iii. Coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3) The Contractor shall share with the Department or other managed care entities serving the member the results of any identification

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COORDINATION AND CONTINUITY OF CARE

and assessment of that member's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

4) Ensure that each contracted provider maintains and shares, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each member's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. part 160 and 164, subparts A and E, and 42 C.F.R. Part 2, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

6) {DMC-ODS only} For members receiving SUD services, ensure that care coordination services are provided by an AOD Counselor, Clinical Trainee, LPHA, or Medical Assistant.

2. Screening and Assessment Period

A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.

B. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. Coordination with Managed Care Plans

A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

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COORDINATION AND CONTINUITY OF CARE

B. {SMHS only} Additional requirements:

1) If a member eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

2) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan that enrolls members receiving SMHS from Contractor to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

3) If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance, as required when members who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance as required when members who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

4) The Contractor must develop and implement written policies and procedures to ensure that members meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that members meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools

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COORDINATION AND CONTINUITY OF CARE

specific for children and youth) are referred by the Managed Care Plan to the Contractor.

5) The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 23-056 and any subsequently issued BHINs that supersede BHIN 23-056. (9 C.C.R. § 1810.370.)

C. {DMC-ODS only} Additional requirements:

1) {All DMC-ODS programs except the DMC-ODS PHC Model} The Contractor must enter in an MOU with any Medi-Cal Managed Care Plan that enrolls members served by the DMC-ODS. The MOU requirements shall comply with BHIN 23-057 and any subsequently issued BHINs that supersede BHIN 23-057. In addition to any MOU requirements established in Department Information Notices or any other guidance, at a minimum the following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:

i. Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 Screening Brief Intervention, and Referral to Treatment services.

ii. Member engagement and participation in an integrated care program as needed.

iii. Shared development of care plans by the member, caregivers, and all providers where applicable.

iv. Collaborative care planning with managed care where applicable.

v. Delineation of case management responsibilities.

vi. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for members to receive medically necessary services while the dispute is being resolved.

vii. Availability of clinical consultation, including consultation on medications.

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COORDINATION AND CONTINUITY OF CARE

viii. Care coordination and effective communication among providers including procedures for exchanges of medical information.

ix. Navigation support for patients and caregivers.

x. Facilitation and tracking of referrals.

2) {DMC-ODS PHC Model only} The Contractor shall require the subcontractor to include in its contracts with all network providers the elements listed above under paragraph 1. These elements should be implemented at the point of care to ensure clinical integration.

D. {DMC only} Additional Requirements: The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.

4. {SMHS and DMC-ODS only} Transition of Care

A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059 (for SMHS), BHIN 23-001 (for DMC-ODS), and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1. {SMHS and DMC-ODS only} Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members and potential members. (42 C.F.R. § 438.10(c)(1)). The Contractor shall provide all written materials for members and potential members in easily understood language and format, using a font size no smaller than 12-point. (42 C.F.R. § 438.10(d)(6)(i)-(ii)). Contractor shall make written materials available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that take into consideration the special needs of members and potential members with disabilities or limited English proficiency (42 C.F.R. § 438.10(d)(6)(iii)). The Contractor shall inform members that information is available in alternative formats and how to access those formats in compliance with 42 C.F.R. § 438.10(d)(3).

B. The Contractor shall provide the required information in this section to each member when first receiving covered services and upon request. (CalAIM 1915(b) Waiver, § A, Part IV, Subsection B, Part 1 at p.78; 9 C.C.R. § 1810.360(e)).

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.

D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).

E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).

F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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i. {DMC-ODS PHC Model only} The information must be placed on both the Contractor's website and the subcontractor's website;

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).

G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. {SMHS and DMC-ODS only} Information Provided to Members and Potential Members

A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).

2) The automatic BHDS enrollment process for Medi-Cal members (42 C.F.R. § 438.10(e)(2)(i) & (iii)).

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).

4) Covered benefits, including:

i. Which benefits are provided by the Contractor; and,

ii. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).

5) The provider directory and {<u>for DMC-ODS only</u>} formulary information. (42 C.F.R. § 438.10(e)(2)(vi)).

6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).

9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).

C. The Contractor shall make available, upon request, any physician incentive plans in place as set forth in § 438.3(i). (42 C.F.R. § 438.10(f)(2)).

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq*.)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

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ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

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vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:

a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous

physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

ii. The Contractor shall comply with the following oral interpretation requirements:

iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

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vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or

welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

x. The Contractor shall comply with the following written translation requirements:

xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.

ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members

understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

a. The right to file grievances and appeals;

b. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;

c. The requirements and timeframes for filing a grievance or appeal;

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d. The availability of assistance in the filing process;

e. The right to request a State Hearing after the Contractor has made a determination on a member's appeal which is adverse to the member;

f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).

ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

x. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

xiii. Additional information that is available upon request, includes the following:

a. Information on the structure and operation of the Contractor.

b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

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1) Direct Delivery

   i. Mails a printed copy of the information to the member's mailing address;

   ii. Offers a printed copy of the information to the member during in-person interactions; or

   iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

   AND

2) Website

   i. Posts the information on the Contractor's website in a manner that is readily accessible;

   ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;

   iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and

   iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.

   1) {Integrated Contracts (DMC-ODS and DMC)} The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services.

B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or

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registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

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1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;

E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC-certified provider, even if that provider is not listed in the provider directory.

6. {SMHS and DMC-ODS only} Advance Directives

A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).

C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).

7. {SMHS and DMC-ODS only} Member Rights

A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and

contracted providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).

7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).

8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. {DMC-ODS only} Formulary

A. The Contractor shall make available in electronic or paper form, the following information about its formulary:

1) Which medications are covered (both generic and name brand).

2) On what tier each medication resides.

B. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

Exhibit A – Attachment 12
MEMBER PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

ii. At all contracted provider sites, other than out-of-network providers:

a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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MEMBER PROBLEM RESOLUTION

b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

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7) [Reserved]

8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical

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issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

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A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the

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Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Discrimination Grievance Coordinator shall be available to:

i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

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iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

i. The original complaint.

ii. The provider's or other accused party's response to the complaint.

iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

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5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

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ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

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i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

ii. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

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C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42

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C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.

1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

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4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

9) For the purposes of this Attachment, “medical service”, as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

D. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit

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Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

ii. A statement that the member may be either self-represented, or represented by an authorized third party

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such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)

i. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

ii. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

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8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

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12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

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PROGRAM INTEGRITY

1. General Requirements

A. {SMHS and DMC-ODS only} As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).

B. {SMHS and DMC-ODS only} The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).

C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

3. {SMHS and DMC-ODS only} Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. §

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455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. §§ 438.602(b), 438.608(b)).

B. Consistent with the requirements of 42 CC.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).

C. If the Contractor finds a party that is excluded, it must promptly notify the Department, as specified in Exhibit A, Attachment 8, Section 11 above, and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. {SMHS and DMC-ODS only} Compliance Program

A. The Contractor must report fraud and abuse information to the Department. (42 C.F.R. § 438.608(a)(7).)

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

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3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. {SMHS and DMC-ODS only} Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department's Medi-Cal Behavioral Health Program Integrity Unit at bhpiu@dhcs.ca.gov about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)). Contractor shall comply with the overpayment recovery provisions in Exhibit A, Attachment 3, Section 6 ("Recovery of Overpayments").

3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

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4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

6. Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) {SMHS and DMC-ODS only} The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor's suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).

B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.

1) {DMC and DMC-ODS only} With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. {SMHS and DMC-ODS only} Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by

sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. {SMHS and DMC-ODS only} Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

i. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.

ii. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

iii. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' and subcontractors (disclosing entities') ownership and control.

i. The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the

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re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

ii. {DMC-ODS only} For providers of SUD services, these disclosures shall be provided through the DMC certification process as described in Exhibit A, Attachment. 8, Section 9.

iii. Disclosures to be Provided:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

b. Date of birth and Social Security Number (in the case of an individual);

c. Other tax identification number in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;

d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

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f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.

4) FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

iii. The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

i. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).

ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this

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purpose, the word "agent" has the meaning described in 42 C.F.R. section455.101.

2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department‘s request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers’ owners, persons with controlling interest, agents, and managing employees’ criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department’s request.

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS’ County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814
Or by using a Secure Managed File Transfer system specified by DHCS.

ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) {Integrated Contracts only}

i. Contractor must, at a minimum: (42 C.F.R. § 438.214(e))

a. Monitor compliance for each provider on an annual basis; and

b. Perform on-site monitoring at least once every three years for each organizational provider. (No on-site

reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

ii. If a provider contracts with multiple Medi-Cal behavioral health contractors, Contractor may rely on a timely review completed by another Medi-Cal behavioral health contractor.

iii. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.

B. {Integrated Contracts only} If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.(42 C.F.R. § 438.214(e))

1) The CAP shall include:

i. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;

ii. The timeline for implementation and/or completion of corrective actions;

iii. Proposed evidence of correction that will be submitted to DHCS;

a. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.

iv. A mechanism for monitoring the effectiveness of corrective actions over time; and

v. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.

2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.

4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The

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Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

2) {Integrated Contracts only} Contractor shall comply with the CAP procedures described above in Section 9.C. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9, above.

3) {Standalone DMC and DMC-ODS Contracts only}

i. The CAP shall:

a. Be documented on the DHCS CAP template

b. Provide a specific description of how the deficiency shall be corrected

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency

e. Ensuring on-going compliance

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

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iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

i. The Contractor shall initiate action by submitting a letter to DHCS:

a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

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c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

i. A copy of the original written appeal sent to the Department.

ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

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F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov

D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

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The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

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REPORTING REQUIREMENTS

1. {SMHS and DMC-ODS only} Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. {SMHS and DMC-ODS only} Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R § 438.604(a)(6).)

6. {SMHS and DMC-ODS only} Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

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7. {SMHS and DMC-ODS only} Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any member satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by

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secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

D. {DMC-ODS only} Provider-Preventable Conditions

1) The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.

2) The Contractor shall not make payments to a contracted provider for provider-preventable conditions that meet the following criteria:

i. Is identified in the State Plan.

ii. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

iii. Has a negative consequence for the member beneficiary.

iv. Is auditable.

3) The Contractor shall use and submit the report using the DHCS DMC-ODS Provider Preventable Conditions Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS-2623
Sacramento, CA 95814

Or by secure, encrypted email to: ODSSubmissions@dhcs.ca.gov

10. Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.

B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

A. Nothing in this contract shall limit the Contractor’s ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.

B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.

B. {SMHS only} Mental Health Medi-Cal Administrative Activities

1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and

ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

3) The Contractor shall use the appropriate claiming forms for this Contract:

   i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.

   ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.

   iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.

4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will 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 career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include 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 Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, 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 Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

   2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

   1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

   2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient 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 making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 of the United States Government, 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, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must 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.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	Anne Cottrell
Title:	Chair of the Board of Supervisors
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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1. Contract Amendment Process

A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.

B. All amendments proposed by one party shall be provided in writing to the other party.

1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.

2) Timing of proposed amendments,

i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.

ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.

3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.

C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.

D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

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1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).

2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:

i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)

ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

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does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))

b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

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procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.

3) If this Contract is terminated or not renewed , the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.

   i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.

4) Transfer of Records; Continuity of Care

   i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

   ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:

a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;

b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.

B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Exhibit D, Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.

2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:

i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).

3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS 2702
Sacramento, CA 95814

Napa County Health and Human Services Agency
2751 Napa Valley Corporate Dr.
Napa, CA 94558

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.

2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.

3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.

4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)

2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

1) Monitoring criteria shall include, but not be limited to:

i. Whether the quality of work or services being performed conforms to Exhibit A.

ii. Whether the Contractor has established and is monitoring appropriate quality standards.

iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.

2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.

i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.

ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.

3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).

i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:

a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or

b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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ii. The Contractor's CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency; and

e. Ensuring on-going compliance.

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.

iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):

i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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ii. failure to comply with the requirements of a CAP; or

iii. for other good cause.

5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).

2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.

3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.

2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.

3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

1) Title 42 United States Code;

2) Title 42 of the Code of Federal Regulations, including:

i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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ii. 42 C.F.R. § 455.

iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.

iv. 42 C.F.R. Part 2.

3) [Reserved];

4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;

5) Title VI of the Civil Rights Act of 1964;

6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Age Discrimination in Employment Act (29 CFR Part 1625).

10) Rehabilitation Act of 1973;

11) Americans with Disabilities Act;

12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

13) Deficit Reduction Act of 2005;

14) Balanced Budget Act of 1997;

15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

1) W&I Code, division 5

2) W&I Code section 14000 et seq., including:

i. Sections 14021, 14021.5, 14021.6

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ii. Sections 14043 et seq.

iii. Sections 14059.5, 14184.402, and 14184.403

iv. Section 14100.2

v. Sections 14680-14685.1

vi. Sections 14700-14727

3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7

4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.

5) Government Code section 16367.8.

6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

7) Cal. Code Regs., tit. 9, including:

i. Division 4, chapter 6, commencing with section 10800.

ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).

iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.

iv. Sections 9000-14240

8) Cal. Code Regs., tit. 22, including:

i. Sections 50951 and 50953

ii. Sections 51014.1 and 51014

iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)

9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

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GENERAL DEFINITIONS

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.

2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

3. "Adolescents" means members under age 21.

4. "Adult" means members 21 years of age or over.

5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.

8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.

9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

10. "ASAM Criteria" means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. "Calendar Week" means the seven-day period from Sunday through Saturday.

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12. “Complaint” means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Contractor named in this Intergovernmental Agreement.

14. "Contracted Provider” means:

    A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. “Corrective Action Plan (CAP)” means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. “County of Responsibility” means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. “Days” means calendar days, unless otherwise specified.

19. “Dedicated Capacity” means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

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21. "Direct Provider Contract" means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. "Director" means the Director of DHCS.

23. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. "DMC-Certified Provider" means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. "DMC Re-certification" means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. "DMC Termination of Certification" means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

27. "DMC Temporary Suspension" means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. "Drug Medi-Cal Organized Delivery System (DMC-ODS)" is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. "Drug Medi-Cal (DMC) Program" means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)" means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a

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health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

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41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

42. "Homelessness" means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who

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have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

50. "Member" means a Medi-Cal recipient who is eligible to receive services from the Contractor.

51. "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

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52. A “Network Provider” means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term “network provider” is not applicable to DMC programs.)

53. “Out-of-network provider” means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be “out of network” for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term “out-of-network provider” is not applicable to DMC programs.)

54. “Out-of-plan provider” has the same meaning as out-of-network provider.

55. “Overpayment” means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)

56. “Payment Suspension” means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. “Performance” means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

59. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

60. “Physician services” means services provided by an individual licensed under state law to practice medicine.

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61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

67. "Primary care provider" means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

68. "Prescription drugs" means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

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A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. “Provider” means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. “Utilization Review/Quality Assessment (UR/QA)” activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

B. The quality of such services meets professionally recognized standards of health care.

71. “Rehabilitation Services” includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. “Relapse” means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. “Relapse Trigger” means an event, circumstance, place or person that puts a member at risk of relapse.

74. “Revenue" means Contractor’s income from sources other than the state allocation.

75. “Safeguarding medications” means facilities will store all resident medication and facility staff members may assist with resident’s self-administration of medication.

76. “Satellite site” means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per

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week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. “Service Area" means the geographical area under the Contractor’s jurisdiction.

78. “Service Authorization Request” means a member’s request for the provision of a service.

79. “Service Element” is the specific type of service performed within the more general service modalities.

80. “Short-Term Resident” means any member receiving residential SUD services; regardless of the length of stay. The member is considered a “short-term resident” of the residential facility in which they are receiving the services.

81. “Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. “State Hearing” means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. “Subcontractor” means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include contracted providers.

84. “Substance Use Disorder Diagnoses” are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. “Substance Use Disorder Medical Director” has the same meaning as in 22 C.C.R. section 51000.24.4.

86. “Support Groups” means linkages to self-help and support, spiritual and faith-based support.

87. “Support Plan” means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

88. “Telehealth” means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

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89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

    A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

    B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC

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must appear on the “List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. “Urgent care” means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

Exhibit E – Attachment 2
SMHS: SERVICE DEFINITIONS

1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis

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Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the

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Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. “Day Rehabilitation” is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. “Day Treatment Intensive” is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be

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delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

    A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

    B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

    C. Supports the parent/caregiver in meeting their child's needs;

    D. Helps establish the CFT and provides ongoing support; and

    E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is

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provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided

with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily

could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as “Psychiatric Inpatient Hospital”. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. “Psychiatric Inpatient Hospital Services” include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member’s stay at the hospital must be continued beyond the member’s need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

    Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. "Psychosocial Rehabilitation” means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member’s functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of

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members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic

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intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

   A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

   B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

   C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

4. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

5. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

6. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

7. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance

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Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

10. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

11. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

12. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

13. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

14. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

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A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)

15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

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18. “Substance Use Disorder Crisis Intervention Services” means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

19. “Unit of Service” means:

    A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

    D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

    E. For residential services, providing 24-hour daily service, per member, per bed rate.

    F. For withdrawal management per member per visit/daily unit of service.

Exhibit F
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, “DHCS Contacts”).

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1175

TO: Board of Supervisors

FROM: Jennifer Palmer, Director of Housing & Community Services

REPORT BY: Brandee Freitas, Staff Services Manager - Housing & Community Services

SUBJECT: Amendment No. 11 to Agreement No. 170374B for $194,000 with HomeBase for FY2025-2026

RECOMMENDATION

Approve and authorize Amendment No. 11 to Agreement No. 170374B with HomeBase, with no increase to the contract maximum for the term July 1, 2025 through June 30, 2026, and each auto renewal thereafter, for the provision of consulting services and technical assistance in the development of grant applications and homeless services system administration. (Fiscal Impact: $194,000 Expense; Housing & Community Services Fund; Budgeted; Discretionary)

BACKGROUND

Napa County contracts with HomeBase (formerly The Center for Common Concerns, Inc.), a team of lawyers and public policy experts for homeless services consultation and technical assistance, including grant writing, since 2000. In September 2015, the County issued a formal request for proposals Request for Proposals (RFP) for these consulting services and the Center for Common Concerns was the firm selected to do that work. Their current scope of work includes:

1. Preparation of the Napa City-County Continuum of Care (CoC) application to the Department of Housing and Urban Development (HUD) for annual grants to help fund homeless services;

2. Technical assistance to the Continuum of Care (CoC) grantees to maintain the CoC's competitiveness in the annual HUD grant award process; and

3. Consulting services for policies and procedures to improve homeless system performance and compliance with federal and state funding stream requirements.

An amendment in 2022 modified the scope of work to outline consultation and technical assistance in the following areas:

1. Administration of the Continuum of Care (CoC) Annual HUD NOFA. The CoC Program competition is an

annual opportunity for Napa CoC to evaluate its progress and identify strategic actions to achieve system-change goals. Through past successful competitions, Napa CoC has expanded its permanent housing. Napa County is the designated Administrative Entity for the CoC. Home Base provides technical assistance to County staff with the annual CoC Program competition response preparation and submission process.

2. Emergency Solutions Grants (ESG) Program Local Process. HomeBase provides technical assistance to County staff who support the CoC in responding to the Emergency Solutions Grants (ESG) Balance of State funding opportunity through the California Department of Housing and Community Development (HCD) NOFA.

3. Monitoring CoC Funded Agencies. HomeBase provides a series of one-on-one, on-site programmatic and fiscal monitoring visits to all CoC funded agencies in Napa County and, when applicable, provides an analysis of sub-recipients and contracted programs.

4. System of Care Support. HomeBase provides technical assistance and support to County staff in creating a more effective homeless system of care. In 2022-2023 contract year, this work includes: analyzing system performance and community data to monitor strategic plan implementation progress and identify areas for improvement, engaging with CoC Program recipients, sub recipients, CoC members and other key stakeholders to implement best practices toward ensuring the homelessness is a rare, brief and non-recurring event for individuals in Napa County; on-call technical assistance for questions regarding HUD documentation requirements such as Annual Performance Reports (APRs) and System Program Monitoring (SPM), and evaluating and proposing changes to CoC and sub recipient policies and procedures as needed.

5. Coordinated Entry Evaluation. HomeBase conducts qualitative and quantitative evaluations of the CoC Coordinated Entry Systems (CSE) in compliance with HUD Notice CPD 17-01. The evaluation process includes: Facilitation of CES Workgroup, survey of providers and recently housed households, auditing and evaluating HMIS and CES data and providing analysis of its implications for the system of care, and supporting the Workgroup with preparation of a report for the CoC with actions steps and implementation plan.

Today’s action approves Amendment No. 11 to Agreement No. 170374B, continuing services for FY2025-2026 and each automatic renewal thereafter.

Requested Action:

Approve and authorize amendment No. 11 to Agreement No. 170374B for a contract maximum of $194,000 for the term July 1, 2025, through June 30, 2026, and each auto renewal thereafter, for the provision of consulting services and technical assistance in the development of grant applications and homeless services system administration.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Housing & Community Services
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Approval of the requested action is discretionary in that there is no mandate to contract with HomeBase for consultation or technical assistance with regard to homeless policy or programmatic support. The ability to obtain this additional support will assist HCS with managing multiple grant applications, CoC administration and shelter and housing system management.
Is the general fund affected?	No
Future fiscal impact:	This Amendment will auto-renew and will be included in future budgets.
Consequences if not approved:	If the amendment is not approved, Napa County will be unable to continue contracting with The Center for Common Concerns to adequately address homelessness. Napa County HCS will need to find the necessary resources and expertise to assist with: multiple grant submissions, Coordinated Entry Implementation, HEARTH Act Implementation, ESG program planning, and ESG grant writing assistance
Additional Information	This contract is available to be used as match for other Continuum of Care programs.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: 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. 170374B
AMENDMENT NO. 11

THIS AMENDMENT NO. 11 TO NAPA COUNTY AGREEMENT NO. 170374B is effective this 1st day of July, 2025 by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **HOMEBASE**, a California nonprofit corporation, whose mailing address is 870 Market Street, Suite 1228, San Francisco, CA 94192, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about July 1, 2012, County and The Center For Common Concerns, Inc. entered into Napa County Agreement No. 7774, also known as Agreement No. 170374B (hereinafter referred to as the "Agreement") for The Center For Common Concerns, Inc.to provide consultation and development of a grant application submission to the U.S. Department of Housing and Urban Development; and

WHEREAS, the parties to the Agreement have amended the Agreement from time to time for various reasons, including but not limited to revisions involving the scope of work, compensation, revisions to exhibits, and amendments to other contract provisions; and

WHEREAS, prior amendments were made through Agreement Amendment Numbers 1 through 10; and

WHEREAS, The Center For Common Concerns, Inc. thereafter changed its name to "Homebase" and the parties wish to assign the Agreement to Homebase and to further revise various provisions of the Agreement.

TERMS

NOW THEREFORE, the parties amend the Agreement as follows:

1. Contractor hereby assumes the rights and responsibilities of The Center For Common Concerns, Inc with respect to the Agreement and its amendments, and the County hereby approves this assumption and assignment. All references to Contractor in the Agreement and amendments shall mean Homebase.

2. The maximum amount of payment as set forth on Page 1 of the Agreement shall be One Hundred Ninety-Four Thousand Dollars ($194,000);

3. Section 1, Subsection 1.5, Contract Administration, is amended to read as follows: The Contract Contact Person for CONTRACTOR shall be Nikka Rapkin, Executive Director, 870 Market Street, Suite 1228, San Francisco, CA 94102;

4. Section 2.8, Hold Harmless /Defense/Indemnification, paragraph (c) Employee Character and Fitness, is amended to read as follows:

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. 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.

5. Exhibit "A" shall include "Addendum 11 to Exhibit A," attached hereto and incorporated by reference herein, and all references in the Agreement to "Exhibit A" shall mean "Addendum 11 to Exhibit A" as of the effective date of this Amendment.

6. Exhibit "B" shall include "Addendum 11 to Exhibit B" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit "B" shall refer to "Addendum 11 to Exhibit B" as of the effective date of this Amendment

6. 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. 11 to Napa County Agreement No. 170374B as of the date first above written.

HOMEBASE

By _____
NIKKA RAPKIN, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: July 11, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By:	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

	_____ Deputy Clerk of the Board	

ADDENDUM 11 TO EXHIBIT A
SCOPE OF WORK
July 1, 2025 – June 30, 2026
(and each automatic renewal thereof)

CONTRACTOR may, at the specific request of COUNTY, provide COUNTY and its community partners, including the organizations within the Napa County Continuum of Care (CoC), with training, technical assistance, and consultation related to:

1. **Continuum of Care's Annual HUD Notice of Funding Opportunity (NOFO)**: Support COUNTY'S and the CoC's work to end homelessness by overseeing the yearlong community planning process, the process to prioritize uses of funding, and supporting submission of the annual application for McKinney-Vento Continuum of Care (NOFO) funding including attendance and facilitation of monthly CoC and CoC Board meetings.

2. **Emergency Solutions Grants Program Process**: Support the COUNTY and the CoC in community planning, prioritizing uses of funding, and annual application(s) for Emergency Solutions Grants from the State of California.

3. **Monitoring of Continuum of Care Funded Agencies**: Support County by providing individual monitoring of all CoC funded agencies in Napa County and when applicable will include analysis of sub-recipients and contracted programs.

4. **System of Care Support**: Support the County in building an effective and efficient homeless system of care, with tasks that may change year to year.

5. **Coordinated Entry Evaluation:** Lead and implement the HUD-mandated Coordinated Entry evaluation process, provide a report to the CoC, make recommendations for process improvements and support implementation efforts**.**

Task 1: Continuum of Care's Annual HUD NOFO

The CoC Program competition is an annual opportunity for the Napa CoC to evaluate its progress and identify strategic actions to achieve systems change goals. Through past successful competitions, the Napa CoC has expanded permanent housing resources. CONTRACTOR may support the CoC's annual CoC Program competition response preparation and submission process, either by managing and leading the process or providing support to County staff, as directed by COUNTY in writing. Below is a summary of anticipated deliverables as well as specific activities delegated to COUNTY and Department of Housing and Community Services (HCS) staff in the annual CoC competition process:

- **Competition Preparation**
  - Conduct an evaluation of existing CoC projects with respect to HUD performance measures and implementation of CoC performance measures.
  - Facilitate and lead strategic discussions, in advance of the NOFO release, to enable the CoC to make a determination as to which projects will submit applications in the annual HUD NOFO.
  - Attend and facilitate monthly CoC and CoC Board meetings in preparation for the competition and as needed.

- **CoC Application Preparation**
    - Prepare the CoC Consolidated Application, including the CoC Application, Project Applications, and all required attachments.

- **Project Applications Preparation**
    - Conduct a Technical Assistance workshop for all prospective applicants to assist with the preparation of Project Applications.
    - Facilitate the local competition/Review and Rank process, including training application reviewers, developing scoring tools, and resolving any appeals.
    - Work with HCS to recruit panelists for the Rank and Review process.
    - Offer assistance and coaching to applicants during NOFA process to ensure accurate and timely submission of Project Applications.
    - Provide planning and support to prospective Bonus Funding applicants, as needed.

    - **HCS tasks to support these efforts will include:**Registering the CoC in e-snaps for the McKinney-Vento competition, as directed by HUD.
    - Reviewing and supporting submission of the Grant Inventory Worksheet (GIW).
    - Assisting with Review and Rank Panel and Appeals Committee meeting planning (i.e. working with Homebase to recruit panelists, scheduling the panel meetings, and setting up interviews with project applicants).
    - Reviewing the draft CoC application before submittal.
    - Submitting the final CoC application in e-snaps.

Task 2: Emergency Solutions Grants Program Local Process

CONTRACTOR may support the CoC in responding to the Emergency Solutions Grants (ESG) Balance of State funding opportunity through the California Department of Housing and `Community Development (HCD) NOFA, either directly or by supporting County staff, as directed by the COUNTY. This work may include:

- Lead and facilitate the CoC in an ESG strategy session to maximize grant awards and identify providers qualified to deliver eligible activities.
- Support the development of and facilitation of a fair and open rank and review of proposed ESG-funded projects for both the non-competitive Rapid-Rehousing allocation and the regional competition under the Balance of State Allocation. This will include at least one community meeting to create the process and create the rating criteria to be used during the process, and one meeting of a review and rank panel.
- Draft required cover letter and any other materials describing the local competition and scoring process.
- Provide a threshold review of all applications in advance of submission to ensure they are complete, the proposed activity is eligible pursuant to Section 8408 of the State Regulations and will be operated consistent with Core Practices pursuant to Section 8409.
- Perform a final in-depth review of applications submitted to HCD for the Balance of State competition.

HCS tasks to support these efforts will include:

- Write and prepare any CoC-related documents, attachments or application materials that are required by HCD (e.g. regarding priority, the CoC as a whole, coordinated entry, performance standards) as part of the final application submitted to HCD.
- Submit the final application to HCD as the administrative entity.

TASK 3: Monitoring CoC-Funded Agencies: CONTRACTOR will provide a series of one-on-one, on-site monitoring visits to all CoC funded agencies in Napa County and when applicable will include analysis of sub-recipients and contracted programs.

The reviewed agencies and projects will include:
- HCS – PSH and HMIS and Coordinated Entry
- Housing Authority PSH
- HCS – ESG Rapid Rehousing
- Subrecipients of the above programs
- Any New CoC/ESG Funded Agencies/Programs

The primary goals of monitoring visits are to:
1. Fulfill the requirement of a grant recipient and of the CoC to monitor CoC- and ESG-funded recipients and subrecipients;
2. Improve program performance, effectiveness, and efficiency;
3. Increase knowledge and capacity among CoC- and ESG-funded agency and contract staff regarding CoC compliance and financial management;
4. Help agencies prepare for HUD monitoring by reviewing agency documents and client files for compliance, and assist agencies in remedying any issues;
5. Create monitoring plans and protocols for HCS staff for future years;
6. Identify opportunities and gaps for additional trainings or one-on-one meetings regarding these topics.

Planning/Preparation for Each Project

Homebase and HCS staff will work together to plan and execute monitoring timeline agreed upon by HCS and Homebase. To prepare for the monitoring visits, Homebase will identify one or more target areas for review based on programmatic needs during the fiscal year and issues identified in the prior year's monitoring. Homebase will review and analyze background documents, files and forms for CoC compliance, as well as financial management information, as appropriate based on the target area. Agencies will be asked to provide Homebase with documents from their CoC- and ESG-funded programs leading up to the meetings. The type of documents requested will depend on the target areas identified and may include:

- Agency policies and procedures;
- HUD monitoring reports and agency responses associated with the CoC- and ESG-funded projects;
- Grant agreements or contracts with HUD or the CoC;
- Match letters for CoC Program grants currently in effect;
- Most recent invoice and drawdowns sent to HUD for each project; and
- Most recent financial audit.

Monitoring

Homebase will conduct monitoring to assess compliance with HUD regulations and identify areas for improving program effectiveness and efficiency. Monitoring may include a review of each project's materials and files, including programmatic and fiscal documents and materials. The content reviewed will depend on the target areas identify and may include:

- Files and documents outlined above;
- Client file, including electronic files;
- Grant files;
- Financial reports and associated backup documentation as they pertain to relevant funds;
- Any other documents necessary to verify contract compliance.

Follow-up Plans for Agencies:
After each visit, Homebase will follow up with each agency to identify key concerns and requirements which have not been met, and describe any corrective action that should be taken. Homebase may also include suggestions for improvements. If concerns are identified, Homebase will request a response from the agency that outlines how the agency will take corrective action. Homebase will work with HCS and/or provide copies to HCS to ensure follow-up action.

Follow-up Plans for HCS /CoC:
At the conclusion of monitoring visits, Homebase will create reports for HCS of its subrecipient findings and for the CoC on the overall outcomes of monitoring. Included among those reports will be a Monitoring Plan, and schedule for follow up and future action.

Task 4: System of Care Support. CONTRACTOR may provide technical assistance and support to COUNTY in creating a more effective homeless system of care. In 2025-2026 contract year, this work may include:

- Facilitating a community process to evaluate and create a strategy to implement targeted funding toward youth homelessness programming. This process will include providing a plan to engage key stakeholders, provide examples of innovative practices and support the County planning processes.
- Evaluate and propose changes to HCS, CoC, and subrecipient written policies and procedures for needed updates.
- Providing additional training to increase capacity of staff at HCS, subrecipients, and CoC providers.
- Engaging with CoC Program recipients, subrecipients, CoC members, and other key stakeholders to implement best practices that will put Napa CoC on the path to ending homelessness. CONTRACTOR's approach will be tailored to offer the community-based method of engagement that will best effect change.
- Attendance and support of monthly Continuum of Care meetings as needed.
- As directed by HCS, provide technical assistance and information to CoC stakeholders and providers.
- Attendance and facilitation of committee meetings as needed.
- Provide on-call technical assistance for questions regarding HUD documentation requirements such as APRs, SPMs, and others.
- Other tasks as requested.

Task 5: Coordinated Entry Evaluation. CONTRACTOR will conduct qualitative and quantitative evaluations of the CoC Coordinated Entry Systems in compliance with HUD Notice CPD 17-01. The evaluation process will include:

- Convening a Coordinated Entry Workgroup to direct the process and determine the scope and specific focus of the evaluation.
- Surveying and interviewing participating providers as well as unhoused or recently housed individuals
- Auditing and evaluating HMIS and CES data.
- Providing evaluation of data and its implications for the system of care.
- Preparing a report for presentation to the Workgroup and CoC that includes action steps and implementation plan.
- Other tasks as requested.

HCS **tasks to support these efforts will include:**

- Assisting with survey dissemination.
- Organization and planning for focus groups and other feedback gathering opportunities. (e.g. performing outreach and setting up focus group meetings).

ADDENDUM 11 to EXHIBIT B
COMPENSATION
From the effective date of this agreement through June 30, 2026
(and each automatic renewal thereof)

Task	Deliverables	Amount Per Task, Not to Exceed
Task 1: CoC's Annual HUD NOFO	Pre-CoC Application Preparation - Registration - GIW - Project Evaluation - Monthly CoC and CoC Board meetings	$70,000
	CoC Application	
	Project Applications - Review & Rank of CoC Projects	
Task 2: Emergency Solutions Grants Program	Assist in review and selection of CoC applications to California HCD for the Emergency Solutions Grants program	$14,000
Task 3: Monitoring CoC Funded Agencies	Provide programmatic and fiscal monitoring of CoC funded projects Create follow up plans	$20,000
Task 4: System of Care Support	Provide technical assistance and support to COUNTY in creating a more effective homeless system of care; including facilitating CoC and HEARTH Act meetings and other workgroups/meetings as required.	$70,000
Task 5: Coordinated Entry Evaluation	Conduct qualitative and quantitative evaluations of the CoC Coordinated Entry Systems in compliance with HUD Notice CPD 17-01.	$20,000

CONTRACTOR shall submit an invoice to COUNTY in acceptable form along with supporting source documents. The invoice shall include budgeted task, staff person's name, hours worked, and hourly rate. The supporting source document shall be a system generated payroll report or check stub. For non-staff costs, the invoice shall include a description and copies of supporting receipts.

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:** 8/19/2025 | **File ID #:** 25-1416

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Departmental Allocation List for the Probation Department

RECOMMENDATION

Adopt a Resolution to amend the Departmental Allocation List for the Probation Department, effective August 19, 2025, and approve a Budget Amendment. (Fiscal Impact: $225,000 Expense; General Fund - Federal Grant; Not Budgeted; Discretionary)

BACKGROUND

The first step in creating a Data Unit to work on Phase 1 of the County's Data Governance project was taken in March 2024 when a new Supervising Staff Services Analyst position was added to the Probation Department. As the Data Governance initiative moves to Phase 2 and beyond, the Chief Probation Officer requests addition of an executive-level manager position to lead this initiative along with assuming department administration duties. The Assistant Chief Probation Officer will ensure the sustainability of data governance, and the software systems involved, CJNET. The County's Criminal Justice Network collects and facilitates information sharing among allied agencies within the county. This position will also provide executive-level direction to the department's administrative functions.

The increase in wage and benefit costs for the addition of this position will be fully offset by the federal PATH grant for two years and the Chief Probation Officer will pursue funding from other state realigned funding sources. If state funding is unavailable, this position will be an obligation of the General Fund. Probation programmed the PATH grant revenue this fiscal year in the approved budget and appropriated grant implementation through professional service contracts. A portion of the FY 2025-26 appropriation will be reclassified for wages and benefits.

Requested Actions:

1. Adopt a Resolution to amend the Departmental Allocation List for the Probation Department by adding

1.0 FTE Assistant Chief Probation Officer, with a net increase of 1.0 full-time equivalent, effective August 19, 2025; and

2. Approve a Budget Amendment to increase appropriation to Probation - Salaries/Wages (1420000-51100) by $225,000 with offsetting reduction of appropriation from Other Professional Services (1420000-52490).

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Oversee department administration including leading the County's Data Governance initiative and CJNET.
Is the general fund affected?	Yes
Future fiscal impact:	The increased cost of salary and benefits for the remainder of the fiscal year is $225,000 and will be reclassification of appropriation. The annualized increased cost of salary and benefits will be budgeted accordingly.
Consequences if not approved:	Workload will continue to be carried by current staffing.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE PROBATION DEPARTMENT EFFECTIVE AUGUST 19, 2025

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

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for the Probation Department policies be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective August 19, 2025, the Napa County Board of Supervisors hereby approves the Departmental Allocation List for the Probation Department as set forth in Exhibit "A."

[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 19th day of August 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By*: Rachel L. Ross (e-signature)* Date: 7/22/2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Director of Human Resources requests approval to amend the Department Allocation List as follows:

Department	Budget Unit	Position Control	Class Title	Effective Date	Change
Probation	1420000	NEW	Assistant Chief Probation Officer	8/19/2025	+1.0

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SUITE 310
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1347

TO: Board of Supervisors

FROM: Greg Bown, Interim Chief Technology Officer - Information Technology Services

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Agreement No. 260083B with AMS Cisco FLEX Call Center

RECOMMENDATION

Approve sole source award, and approve and authorize Agreement No. 260083B with AMS.NET for the purchase of telephone system software for a five-year term and an annual cost of $7,992. (Fiscal Impact: $7,992 Expense; Information Technology Services Fund; Budgeted; Discretionary)

BACKGROUND

AMS.NET is the vendor the County uses for its telephony software licenses, annual technical support, and Cisco Voice Over Internet Protocol (VoIP) telephone system. The County telephone system has over 1,600 devices and it has become a critical communication system in certain departments operating 24-hours per day, 7 days a week. AMS.NET is a Cisco authorized vendor of the Cisco software licenses.

The Cisco FLEX Call Center subscription is licensing for the Information Technology Services (ITS) and Health and Human Services' (HHS) call centers. The license allows County employees to manage incoming calls for service, including placing holds, transfers, and the tracking of both call and wait times.

The total cost for the Cisco FLEX Plan Subscription is $39,960; invoiced annually at $7,992, with a five-year term. Due to the length of term and total aggregate cost per fiscal year with the vendor, Board approval is required.

Requested Action:

Approve and authorize Agreement No. 260083B with AMS.NET and waiver of competitive bidding requirement and sole source award for the purchase of Cisco FLEX Plan Subscription in the amount of

$39,960, invoiced annually at $7,992 for a five-year term.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Fund 4200, Subdivision 42000-12 Telephony
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The license is integral to ITS and HHS phone infrastructure and daily operations.
Is the general fund affected?	No
Future fiscal impact:	The cost will continue to be budgeted in ITS' Communications Telephony subdivision and built into the Cost Allocation Plan.
Consequences if not approved:	If not approved, the County's ITS and HHS call centers will not be supported, severely compromising daily operations.

ENVIRONMENTAL IMPACT

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

Docusign Envelope ID: 18D98F1E-D6C4-43B4-BD7B-8266D02118DD





Technology Solution Quotation

SAAS SUBSCRIPTION AGREEMENT- ANNUAL:
Cisco FLEX Call Center- 25-30

Napa County Agreement No. 260083B
Quote #Q-00083378
PL No. 135434







MGT
AMS.NET, LLC. D/B/A
MGT Impact Solutions

AMS.NET, LLC. D/B/A MGT Impact Solutions
502 Commerce Way, Livermore, CA 94551
(925) 245-6100 | Fax (925) 245-6150
www.mgt.us

Quote# Q-00083378

Introduction

At AMS.NET, LLC. D/B/A MGT Impact Solutions, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity**, **managed services**, **SaaS**, **physical security**, **network infrastructure**, **cloud and data**, **communications**, and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

A Social Impact Commitment

DEFINED BY IMPACT

We understand how important flexibility and scalability is to Napa County, and for this reason we are providing a predictable subscription technology solution that supports your organizations goals and helps you improve the communities you serve.

MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.

Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

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502 Commerce Way, Livermore, CA 94551
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www.mgt.us

Quote# Q-00083378

Billing Information

AMS.NET, LLC. will invoice against the contract once a purchase order is received and processed by AMS.NET, LLC. Failure to pay invoices may lead to cancellation of manufacturer subscription.

SaaS Contract Cost Summary:

Contract Term	5 Year	Annual Total	$7,992.00
Billing Term	Annual	Total Contract	$39,960.00

Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. Your invoice will reflect the additional usage. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Renewals, at renewals@mgt.us. To cancel your subscription at the end of the initial term, please notify Renewals by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.

AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. In order to renew the subscription, please email a purchase order for the renewal term to Renewals at renewals@mgt.us, in writing 45-days prior to the end-of-term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, LLC., Renewals at renewals@mgt.us, in writing 45-days prior to the end-of-term to avoid cancellation.

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Quote# Q-00083378

Customer
Napa County
Purchasing 1195 Third Street, Suite 101
Napa CA, 94559 US
ATTN: Casey Wightman

Quote Description
Cisco FLEX Call Center- 25-30

Estimated Contract Start	7/26/2025
Estimated Contract Expiration	7/25/2030
Contract Term	5 Year
Billing Term	Annual
Modified	4/23/2025
Account Mgr.	Dave Zieker (925) 245-6160 dzieker@mgt.us
Inside Account Mgr.	Mike Bruington (925) 245-6165 mbruington@mgt.us

Line	Item Description	Qty	Service Term	Monthly Unit Price	Qty Years	Extended Price
1	**A-FLEX-PJXPC** Flex CC On-Premises UCCX Premium Concurrent Agent	20	5 Year	$33.30	5	$39,960.00

Order Summary

Annual Total	**$7,992.00**
Contract Total	**$39,960.00**

Impacting communities **for good.** 800.893.3660 | www.mgt.us

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www.mgt.us

Quote# Q-00083378

Sign and return this page to your account manager to accept this proposal for SaaS Subscription- Annual.

I, the undersigned ("Customer"), hereby accept this proposal for SaaS Services(s) as detailed in the quote number **Q-00083378.** I also agree to the following:

Terms and Conditions

Payment Conditions

☐ **Yes**, Customer chooses to purchase SaaS services from AMS.NET, LLC. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

Term: 5 Year
Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. If this is a Cisco SaaS agreement, the Cisco Systems Universal Cloud Agreement applies. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 5 Cost - Quote Total	Qty	Service Term	Monthly Unit Price	Qty Years	Extended Price
A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	20	5 Year	$33.30	5	$39,960.00

Annual Total	$7,992.00
Contract Total	$39,960.00

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Quote# Q-00083378

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by		Acknowledged and Agreed	
AMS.NET, LLC.		Napa County	
Signature	Signed by: Diana Monaghan 3232E6663BAC45D...	Signature	
Name	Diana Monaghan	Name	Anne Cottrell
Title	Secretary	Title	Chair, Board of Supervisors
Date	7/29/2025	Date	

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald (e-sign)* Deputy County Counsel	Processed by: Deputy Clerk of the Board	By:
Date: July 25, 2025	Date:	

Payment Terms and Conditions

1. AMS.NET, LLC. will require a purchase order referencing this Quote # and an authorized representative must sign this proposal.

2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.

3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.

4. The laws of the state where the item is shipped will apply to this sale.

5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.

6. Cisco Cloud services purchased from AMS.NET, LLC. D/B/A MGT Impact Solutions requires the customer to accept Cisco's Universal Cloud Agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms

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Quote# Q-00083378

(collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (30) days of Your purchase.

7. AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. Impact Solutions internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to Renewals at renewals@mgt.us, within 45-days of the end of the initial term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, LLC., Renewals at renewals@mgt.us, in writing 45-days prior to the end-of-term to avoid cancellation.

AMS.NET, LLC.
Tax ID: 94-3291626
C7 License: 763508

Purchase Order

Please make your purchase order to AMS.NET, LLC. and email it to Dave Zieker at dzieker@mgt.us. You may also return it by mail to 502 Commerce Way, Livermore, CA 94551.

1195 THIRD STREET
SUITE 310
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1442

TO: Housing Authority Commissioners

FROM: Jennifer Palmer, Executive Director

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: Low-Income Weatherization Program (LIWP) Covenants

RECOMMENDATION

Approve and authorize covenants to participate in the Low-Income Weatherization Program. (No Fiscal Impact; Discretionary)

BACKGROUND

The Low-Income Weatherization Program (LIWP) is a program funded by the California Department of Community Services and Development and administered by the Association for Energy Affordability. LIWP serves low-income households install no-cost solar photovoltaic systems and access energy efficiency upgrades to reduce greenhouse gas emissions in low-income multi-family affordable housing units.

The County of Napa's three farmworker centers each meet LWIP eligibility requirements for no-cost technical assistance and equipment upgrades. LIWP participants are required to sign a covenant as a condition of receiving funds. The covenant ensures long-term income affordability of the property's rental units for a period of 10 years and confirm that at least 66% of households are at or below 80% Area Median Income.

Following covenants approval, site visits initiate no-cost technical assistance and provide participants eligible energy efficient upgrade reports. Based on final determined scope of work, LWIP participants are able to reserve financial resources eligible upgrades, install the equipment, and claim the program rebates.

Construction on eligible upgrades must be completed by May 31, 2026.

Requested action: Approve and authorize covenants to participate in the Low-Income Weatherization Program at each of the County's three Farmworker Centers.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	No-cost technical assistance is a unique opportunity to evaluate energy efficiency at the Centers - reducing greenhouse gas emissions and lowering utility costs.
Is the general fund affected?	No
Future fiscal impact:	Reduced utility expenses via energy efficient upgrades.
Consequences if not approved:	No financial incentives for energy efficient upgrades.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project defined by 14 California Code of Regulations 1538 (State CEQA Guidelines) and therefore CEQA is not applicable.

PROPERTY AFFORDABILITY COVENANT

PARTICIPANT INFORMATION

Property Name	River Ranch Farmworker Center - 1109 Silverado Trail South
Property Street Address	1109 Silverado Trail South
Property City, State, Zip	St. Helena, California 94574
Property Owner Company	Napa County Housing Authority
Primary Contact Name	Alex Carrasco
Primary Contact Company	Napa County Housing Authority
Primary Contact Phone and Email	7072991352 , alex.carrasco@countyofnapa.org

PROPERTY AFFORDABILITY COVENANT

By participating in the Low Income Weatherization Program (LIWP), the Participant agrees to comply with and maintain the LIWP income affordability of the property's rental units for a period of 10 years as a condition of receiving LIWP property improvement funds. The Participant must confirm that at least 66% of households are at or below 80% Area Median Income (AMI)[1]. This may be done through two major eligibility pathways. Any projects that follow Pathway 1 are immediately eligible for the LIWP program. Pathway 2 options will require additional approvals by Program Administrators on a project-by-project basis. Both pathways are described on the following pages.

OTHER COMPLIANCE REQUIREMENTS

1. This LIWP Property Affordability Covenant shall be maintained for at least 10 years post-completion of LIWP-incentivized upgrades.
2. The Participant agrees to comply with Assembly Bill 1232 legislation requirements by submitting the following forms on a bi-annual basis for up to 10 years: current rent rolls, rate of rent increases, and a narrative explaining any tenant long-term relocations or evictions. Compliance assists with the program's goal of better enforcing or adjusting affordability contracts and measures.
3. The participant agrees not to evict or commence any eviction proceeding against any tenant(s) of any qualifying dwelling unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding. This restriction is in force for a period of not less than ten years. This period commences on the date the Incentive Reservation Participating Agreement (IRPA) is executed.
4. Rents may not be increased as a direct result of LIWP work. In situations where the property's funding requires annual adjustments to utility allowances (UA) or where funding allows voluntary adjustments to UA, which impacts rents, LIWP would not interfere with required or allowable UA adjustments except in cases of solar electricity bill VNEM credits. In all cases where a LIWP-incentivized solar system allocated solar benefits to residents, owners may not recoup these through UA adjustments unless required by the rules of their funding mechanism's UA requirements.
5. For qualifying dwelling units subject to statutorily authorized rent control or rent stabilization, this agreement does not prohibit the owner from receiving approval for standard, periodic, incremental rent increases granted by the local rent control guidelines board.
6. Unless the property is subject to using a Public Housing Authority utility allowance schedule for energy efficiency or electrification upgrades or the California Utility Allowance Calculator (CUAC), the Participant

[1] See https://www.huduser.gov/portal/datasets/il.html#year2024 to see AMI levels by County.

agrees that the rents for the qualified low-income dwelling units shall not be increased for the sole reason of the solar and/or energy efficiency upgrades and major capital improvements included as part of the LIWP Incentive Reservation and Participation Agreement.

7. The Participant agrees that any dwelling units which are designated as vacant as of the effective date of the Incentive Reservation and Participation Agreement shall be rented to or occupied by a household at an income level such that at least 66% of households residing at the property earn less than 80% AMI.
8. Properties with an existing regulatory agreement that already meets the rent and occupancy requirements at reservation will be considered compliant if the property complies with the regulatory agreement. The Participant agrees that any dwelling units which are designated as vacant as of the effective date of program reservation shall be rented at a price such that at least 66% of the property's units will be rented at or below the Rent Affordability Standard.
9. The Participant shall notify the LIWP program (LIWPInfo@aeacleanenergy.org) about any intent to sell or transfer any property enrolled in LIWP as early as possible but no less than 30 days prior to the execution of a transfer agreement.
10. Only requirements #1 and #9 are applicable to homeless shelters.

PROPERTY ELIGIBILITY PATHWAYS

Pathway 1: Demonstrating Low-Income Eligibility with a Regulatory Agreement

To demonstrate low-income eligibility, the simplest method is to provide proof of a valid rent regulatory agreement with either a federal, state, or local agency identifying that at least 66% of households are at or below 80% AMI.

The regulatory agreement(s) must continue to be in place for at least 10 years after receipt of LIWP incentives (i.e. 10 years after the energy improvements are completed). For properties with less than 10 years remaining on the regulatory agreement, see following paragraph.

In instances where property has less than 10 years remaining on the regulatory agreement, in order to receive LIWP incentives, the owner agrees to extend the affordability requirement at the property such that 66% of households are ≤ 80% AMI for a total period of 10 years post construction. Owner signature to this document confirms agreement that the property will provide at least this minimum level of affordability after expiration of the regulatory agreement.

If a deed-restricted property only has 3 years or less on their Regulatory Agreement (RA), the following documentation would need to be shown as proof of receiving a new RA:

A. Application for new RA
   - If this is the only documentation the property has, then they must wait until they have either B or C, below.
B. Proof of acceptance either in letter/email form
C. Email/letter from HCD confirming that the property WILL be issued the RA and therefore it is safe for LIWP to proceed with construction work

Property has a valid regulatory agreement serving any tenant population (e.g. families, seniors, special needs, etc.) and for any housing type, including senior housing, farmworker housing, permanent supportive housing, and tribal housing as well as adaptive reuse.

The following are the most common agencies that issue regulatory agreements.

- U.S. Housing and Urban Development (HUD)
  - Various financing and rental assistance programs
- U.S. Department of Agriculture (USDA) Loans and Rental Assistance
  - Section 514 and Section 516 programs
- California Department of Housing and Community Development's (HCD)
  - Including HomeKey Program, Portfolio Preservation Program, Joe Serna Jr. Farmworker Housing Grant and many more
- California Tax Credit Allocation Committee's (TCAC)
  - TCAC's Low Income Housing Tax Credits (LIHTC) program may cover any population, set aside and housing type, including farmworker, rural, and tribal housing
- California Housing Finance Agency (CalHFA)
- Public and Private Issuers of Tax-Exempt Bonds to Finance Low-Income Multifamily Housing
- Local Housing Agency

To verify eligibility as a property serving people experiencing homelessness, provide a housing regulatory agreement demonstrating that at least 50% of the building's units are committed to serving residents experiencing homelessness. For organizations providing services who do not own the property, a master lease agreement must be submitted which identifies the terms of the lease including the length of the lease.

The primary way to demonstrate farmworker housing eligibility is through one of the farmworker housing regulatory agreements and rental assistance listed above, identifying that at least 50% of households are available to, and occupied by, farmworkers and their households. This includes any of the following programs: USDA Section 514/516, or HCD Joe Serna, Jr., Farmworker Housing Grant Program, or TCAC Farmworker Housing Assistance Tax Credit Program. For properties with USDA 514/516 regulatory agreements, the Participant may only qualify farmworker households at or below 80% AMI. For purposes of LIWP, farmworker households with moderate incomes are not eligible.

Participating tribal housing may qualify a property using a regulatory agreement issued by TCAC, HCD, or local agency for a tribal housing program. In addition, a Participant must demonstrate that at least 50% of the units are set aside for tribal members and may also utilize documentation by:

- Bureau of Indian Affairs (BIA): BIA Lease document or similar
- Indian Housing Block Grant (IHBG): Indian Housing Plan (IHP)
- Native American Housing Assistance and Self-Determination Act (NAHASDA): Useful Life/Use Restriction document

Properties with an existing regulatory agreement that does not specify details about the affordability mix or the term of the agreement, such as USDA regulatory agreements, shall provide other official documentation from the agency issuing the regulatory agreement that includes the missing information. Alternatively, the Participant may request an email from the agency, addressed to the LIWP Implementors (LIWPInfo@aeacleanenergy.org, arodriguez@chpc.net, LIWP-ForProfit@trccompanies.com) that confirms the below property details:

- Property name
- Property address
- Affordability mix with unit totals
- Term of agreement and years remaining

Pathway 2: Waiver Required, Documenting Low-Income Eligibility without a Regulatory Agreement and Other Property Scenarios

For properties that do not have such regulatory agreements, there are potential options under Pathway 2 that all require requesting a waiver to the program requirement that properties demonstrate income eligibility through a regulatory deed-restriction with a minimum of 10 years remaining, post LIWP retrofit. Pathway 2 will require that Applicants utilize one or a combination of the following documentation requirements.

For all options under Pathway 2, approval is at the sole discretion of the California Department of Community Services and Development (CSD). CSD will also consider the Applicant's track record building and/or operating deed-restricted affordable housing. All properties seeking approval through the waiver process must show documentation that the project will remain affordable and/or operating as a homeless shelter for no less than 10 years after LIWP retrofit work is complete. CSD reserves the right to request additional information about the Applicant, including but not limited to, a list of deed-restricted affordable housing that they own and operate and/or a Certificate of Good Standing. Please note, Pathway 2 options are not guaranteed and will take additional time for CSD to review and determine eligibility.

Pathway 2A: Affordable Housing Funding Commitment Letter
Applicants that have secured a funding commitment from any of the federal, state, or local agencies listed under Pathway 1 for property upgrades may apply to LIWP on a provisional basis. Upon application approval, the Applicant will be able to receive technical assistance for the property. A valid regulatory agreement must be received by the program prior to issuing any incentive payments, and failure to do so may put incentive reservation at risk.

Pathway 2B: Office of Migrant Services (OMS) Migrant Centers
Applicants that participate in HCD's OMS Migrant Center program may qualify the property by providing documents showing the property is active and households participate in affordable seasonal rental housing for migrant farmworker families primarily available to those with income levels less than 80% AMI. This pathway must be paired with a regulatory agreement or similar that maintains the property for OMS services for a period of at least 10 years. Participants must notify the LIWP Service Provider and CSD no less than 30 calendar days prior to changes to the property occupancy and affordability requirements.

Pathway 2C: Property in the Process of a Sale Transaction or Transfer
A multifamily property that is currently in the process of a sale transaction or transfer may be considered for participation in LIWP and receive technical assistance if the Applicant is able to provide documentation that the property will become a deed-restricted affordable property after the sale transaction or transfer is complete. The sale transaction or property transfer must be completed, and regulatory agreement must be executed prior to incentive reservation.

Pathway 2D: Homeless Housing Funding Source Confirmation
Providers of housing for people experiencing homelessness that receive funding through one of the programs below, but does not have a regulatory agreement or master lease may submit documentation of that funding as part of the waiver application:

- Emergency Solutions Grant (ESG);
- Community Development Block Grant (CDBG); or
- Continuum of Care (CoC) documentation by the local office confirming Participant membership

For all above program recipients, documentation must confirm that funds are utilized for the Emergency Shelter or transitional housing program components. Documentation Funding sources can only serve as a component of the waiver packet. Applicant must also include proof that the status of the building as a shelter or transitional

housing for homeless or formerly homeless people will continue for at least 10 years.

Pathway 2E: Homeless Housing Self Certification
Participants may also demonstrate property eligibility via a self-certification by signing this document confirming that at least 50% of the population served are people experiencing homelessness. This self-certification approach must be combined with documentation of permanence to demonstrate that the facility will continue to serve homeless populations for at least 10 years at this site (e.g. lease agreement) and an Affordability Covenant. Participants must also provide confirmation of funding, if applicable, from an alternative program source not listed above in order to demonstrate that at least 50% of units or beds will continue to serve people experiencing homelessness. Mark all options that apply below under Owner Declaration.

By signing this eligibility Affordability Covenant under Pathway 2E, Participant hereby certifies that at least 50% of the units or beds served on site are specifically dedicated to house homeless or formerly homeless residents and can demonstrate that this commitment to serving homeless or formerly homeless populations will continue for at least 10 years post LIWP services. Participant organization agrees to the following requirements:

1. Provide documentation of current occupancy level and/or historical occupancy levels for the past five years.
2. Certify status as a property housing homeless or formerly homeless populations through documentation of required reporting protocols (Homeless Management Information System, CoC reporting requirements, etc.).
3. Provide documentation of permanence (10+ years) and alternative funding source related to serving homeless populations, including program guidelines.
4. Agree to maintain a percentage of homeless housing units or shelter beds at the property such that at least 50% of the units or shelter beds will continue to serve people experiencing homelessness for a total period of 10 years.

Pathway 2F: Resolution by Tribal Government or Housing Authority or Similar Tribal Entity
Tribal housing Participants that are not able to income qualify a property under Pathway 1 and other Pathway 2 options may provide a tribal resolution. The LIWP Program provider will consider eligibility as long as the tribal resolutions includes the following information:

- At least 50% of the units are reserved for tribal members.
- At least 66% of the households earn at or below 80% AMI.
- Tribal Government and/or Tribal Housing Authority certifies that the property is and will continue to be maintained as affordable housing for low-income households for a period of not less than 10 years.
- The document is authored and signed by the appropriate tribal authority.
- The documents lists the name(s) and address(es) of the property or properties in question.

Pathway 2G: Other
Pathway 2G may only be pursued after preliminary intake call, document review, and explicit approval to move forward with a Pathway 2G waiver submittal by the LIWP Program Intake Coordinator. Pathway 2G waiver submittals may be considered on a case-by-case basis and at the sole discretion of the LIWP Program team. Participants may demonstrate program eligibility for Pathway 2G by providing strong documentation to demonstrate that their property meets the intent of LIWP Program requirements and criteria (66% of the units will be maintained for residents at or below 80% AMI for at least 10 years) through other programs, funding sources, or compliance pathways not explicitly listed in this document for waiver consideration. This pathway is left intentionally flexible to allow for new programs and equity considerations that the original affordability pathways may not have considered but that otherwise meet program eligibility criteria; however, approval to submit a waiver for Pathway 2G is the first approval step in this pathway. Following the preliminary review by the LIWP Program Intake Coordinator, all final waiver submissions through Pathway 2G will be subject to extensive review and final approval by CSD.

PROPERTY AFFORDABILITY COVENANT

OWNER DECLARATION

☑ **1: Regulatory Agreement**

Type of Regulatory Agreement: California Department of Housing and Community Development/Housing Finance Agency

Compliance Years Remaining on Agreement: 17

☐ **2A: Affordable Housing Funding Commitment Letter**

Agency: _____

Date Issued: _____

☐ I have provided an official funding commitment letter by a federal, state, or local agency and will report to CSD the official recorded regulatory agreement upon approval.

☐ I have proof of a valid regulatory agreement application or confirmation.

☐ **2B: Office of Migrant Services**

☐ I have provided the supporting documents to the program and confirm that the property is an active OMS Migrant Center.

☐ Proof of a regulatory agreement or similar that maintains the property for OMS services for a period of at least 10 years.

☐ **2C: Sale Transaction or Transfer**

☐ I have provided a copy of the property sales contract and confirm that I will report to the LIWP Service Provider and CSD the official regulatory agreement upon approval.

☐ Other Pathway 1 or 2 Option(s) used: _____

☐ **2D: Homeless Housing Funding Source Confirmation**

☐ Source of Funding: _____

☐ Type of Document: _____

☐ Compliance years remaining: _____

☐ I have documentation of permanence (10+ years) and alternative funding source related to serving homeless populations, including program guidelines.

☐ I can provide proof of occupancy, including numbers of residents, at the property by homeless populations for a period of ____ years.

☐ **2E: Homeless Housing Self-Confirmation**

☐ I have provided documents 1-3 under the Homeless Self Certification option and confirm that at least 50% of the units and/or residents served are people experiencing homelessness.

☐ I have documentation of permanence to demonstrate that the facility will continue to serve homeless populations for at least 10 years at this site (e.g. lease agreement).

☐ I have proof of funding documentation.

☐ **2F: Tribal Housing Resolution**

☐ Signed resolution with required program eligibility details as outlined in Pathway 2F above.

☐ Certifies that the property is and will continue to be maintained as affordable housing for low-income households for a period of no less than 10 years.

☐ **2G: Other**

- ☐ I have met with LIWP implementors to discuss and review all documentation related to affordability and funding sources at this property.
- ☐ I have provided a copy of said documentation related to affordability and funding sources to the LIWP implementors. This documentation has been approved by LIWP implementors as eligible for submittal under Pathway 2G.
- ☐ Certifies that the property is and will continue to remain affordable for at least 10 years.

SIGNATURE

I understand that approvals under Pathway 2 do not constitute comprehensive project portfolio acceptance into the LIWP program and that approvals will be strictly made on a case by case basis. I understand the ability to access future funding from CSD will be evaluated based on the Participant's adherence to this Affordability Covenant.

By signing below, I agree to the terms and requirements of the LIWP Affordability Covenant and attest that the supporting documents provided are true and accurate for the property I am enrolling in the LIWP Program.

Anne Cottrell	Board Chair
Participant Printed Name	Participant Title
Napa County Housing Authority	
Participant Organization	
Participant Signature	Date

APPROVED AS TO FORM:
Napa County Counsel
Dated: 8/5/2025

By: */S/ Corey S. Utsurogi*
Corey S. Utsurogi, Deputy

LIWP MULTIFAMILY

PROPERTY AFFORDABILITY COVENANT

PARTICIPANT INFORMATION

Property Name	Mondavi Farmworker Center - 5589 Silverado Trail
Property Street Address	5589 Silverado Trail
Property City, State, Zip	Napa, California 94558
Property Owner Company	Napa County Housing Authority
Primary Contact Name	Alex Carrasco
Primary Contact Company	Napa County Housing Authority
Primary Contact Phone and Email	7072991352 , alex.carrasco@countyofnapa.org

PROPERTY AFFORDABILITY COVENANT

By participating in the Low Income Weatherization Program (LIWP), the Participant agrees to comply with and maintain the LIWP income affordability of the property's rental units for a period of 10 years as a condition of receiving LIWP property improvement funds. The Participant must confirm that at least 66% of households are at or below 80% Area Median Income (AMI)[1]. This may be done through two major eligibility pathways. Any projects that follow Pathway 1 are immediately eligible for the LIWP program. Pathway 2 options will require additional approvals by Program Administrators on a project-by-project basis. Both pathways are described on the following pages.

OTHER COMPLIANCE REQUIREMENTS

1. This LIWP Property Affordability Covenant shall be maintained for at least 10 years post-completion of LIWP-incentivized upgrades.
2. The Participant agrees to comply with Assembly Bill 1232 legislation requirements by submitting the following forms on a bi-annual basis for up to 10 years: current rent rolls, rate of rent increases, and a narrative explaining any tenant long-term relocations or evictions. Compliance assists with the program's goal of better enforcing or adjusting affordability contracts and measures.
3. The participant agrees not to evict or commence any eviction proceeding against any tenant(s) of any qualifying dwelling unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding. This restriction is in force for a period of not less than ten years. This period commences on the date the Incentive Reservation Participating Agreement (IRPA) is executed.
4. Rents may not be increased as a direct result of LIWP work. In situations where the property's funding requires annual adjustments to utility allowances (UA) or where funding allows voluntary adjustments to UA, which impacts rents, LIWP would not interfere with required or allowable UA adjustments except in cases of solar electricity bill VNEM credits. In all cases where a LIWP-incentivized solar system allocated solar benefits to residents, owners may not recoup these through UA adjustments unless required by the rules of their funding mechanism's UA requirements.
5. For qualifying dwelling units subject to statutorily authorized rent control or rent stabilization, this agreement does not prohibit the owner from receiving approval for standard, periodic, incremental rent increases granted by the local rent control guidelines board.
6. Unless the property is subject to using a Public Housing Authority utility allowance schedule for energy efficiency or electrification upgrades or the California Utility Allowance Calculator (CUAC), the Participant

[1] See https://www.huduser.gov/portal/datasets/il.html#year2024 to see AMI levels by County.

agrees that the rents for the qualified low-income dwelling units shall not be increased for the sole reason of the solar and/or energy efficiency upgrades and major capital improvements included as part of the LIWP Incentive Reservation and Participation Agreement.

7. The Participant agrees that any dwelling units which are designated as vacant as of the effective date of the Incentive Reservation and Participation Agreement shall be rented to or occupied by a household at an income level such that at least 66% of households residing at the property earn less than 80% AMI.
8. Properties with an existing regulatory agreement that already meets the rent and occupancy requirements at reservation will be considered compliant if the property complies with the regulatory agreement. The Participant agrees that any dwelling units which are designated as vacant as of the effective date of program reservation shall be rented at a price such that at least 66% of the property's units will be rented at or below the Rent Affordability Standard.
9. The Participant shall notify the LIWP program (LIWPInfo@aeacleanenergy.org) about any intent to sell or transfer any property enrolled in LIWP as early as possible but no less than 30 days prior to the execution of a transfer agreement.
10. Only requirements #1 and #9 are applicable to homeless shelters.

PROPERTY ELIGIBILITY PATHWAYS

Pathway 1: Demonstrating Low-Income Eligibility with a Regulatory Agreement

To demonstrate low-income eligibility, the simplest method is to provide proof of a valid rent regulatory agreement with either a federal, state, or local agency identifying that at least 66% of households are at or below 80% AMI.

The regulatory agreement(s) must continue to be in place for at least 10 years after receipt of LIWP incentives (i.e. 10 years after the energy improvements are completed). For properties with less than 10 years remaining on the regulatory agreement, see following paragraph.

In instances where property has less than 10 years remaining on the regulatory agreement, in order to receive LIWP incentives, the owner agrees to extend the affordability requirement at the property such that 66% of households are ≤ 80% AMI for a total period of 10 years post construction. Owner signature to this document confirms agreement that the property will provide at least this minimum level of affordability after expiration of the regulatory agreement.

If a deed-restricted property only has 3 years or less on their Regulatory Agreement (RA), the following documentation would need to be shown as proof of receiving a new RA:

A. Application for new RA
   - If this is the only documentation the property has, then they must wait until they have either B or C, below.
B. Proof of acceptance either in letter/email form
C. Email/letter from HCD confirming that the property WILL be issued the RA and therefore it is safe for LIWP to proceed with construction work

Property has a valid regulatory agreement serving any tenant population (e.g. families, seniors, special needs, etc.) and for any housing type, including senior housing, farmworker housing, permanent supportive housing, and tribal housing as well as adaptive reuse.

The following are the most common agencies that issue regulatory agreements.

- U.S. Housing and Urban Development (HUD)
  - Various financing and rental assistance programs
- U.S. Department of Agriculture (USDA) Loans and Rental Assistance
  - Section 514 and Section 516 programs
- California Department of Housing and Community Development's (HCD)
  - Including HomeKey Program, Portfolio Preservation Program, Joe Serna Jr. Farmworker Housing Grant and many more
- California Tax Credit Allocation Committee's (TCAC)
  - TCAC's Low Income Housing Tax Credits (LIHTC) program may cover any population, set aside and housing type, including farmworker, rural, and tribal housing
- California Housing Finance Agency (CalHFA)
- Public and Private Issuers of Tax-Exempt Bonds to Finance Low-Income Multifamily Housing
- Local Housing Agency

To verify eligibility as a property serving people experiencing homelessness, provide a housing regulatory agreement demonstrating that at least 50% of the building's units are committed to serving residents experiencing homelessness. For organizations providing services who do not own the property, a master lease agreement must be submitted which identifies the terms of the lease including the length of the lease.

The primary way to demonstrate farmworker housing eligibility is through one of the farmworker housing regulatory agreements and rental assistance listed above, identifying that at least 50% of households are available to, and occupied by, farmworkers and their households. This includes any of the following programs: USDA Section 514/516, or HCD Joe Serna, Jr., Farmworker Housing Grant Program, or TCAC Farmworker Housing Assistance Tax Credit Program. For properties with USDA 514/516 regulatory agreements, the Participant may only qualify farmworker households at or below 80% AMI. For purposes of LIWP, farmworker households with moderate incomes are not eligible.

Participating tribal housing may qualify a property using a regulatory agreement issued by TCAC, HCD, or local agency for a tribal housing program. In addition, a Participant must demonstrate that at least 50% of the units are set aside for tribal members and may also utilize documentation by:

- Bureau of Indian Affairs (BIA): BIA Lease document or similar
- Indian Housing Block Grant (IHBG): Indian Housing Plan (IHP)
- Native American Housing Assistance and Self-Determination Act (NAHASDA): Useful Life/Use Restriction document

Properties with an existing regulatory agreement that does not specify details about the affordability mix or the term of the agreement, such as USDA regulatory agreements, shall provide other official documentation from the agency issuing the regulatory agreement that includes the missing information. Alternatively, the Participant may request an email from the agency, addressed to the LIWP Implementors (LIWPInfo@aeacleanenergy.org, arodriguez@chpc.net, LIWP-ForProfit@trccompanies.com) that confirms the below property details:

- Property name
- Property address
- Affordability mix with unit totals
- Term of agreement and years remaining

Pathway 2: Waiver Required, Documenting Low-Income Eligibility without a Regulatory Agreement and Other Property Scenarios

For properties that do not have such regulatory agreements, there are potential options under Pathway 2 that all require requesting a waiver to the program requirement that properties demonstrate income eligibility through a regulatory deed-restriction with a minimum of 10 years remaining, post LIWP retrofit. Pathway 2 will require that Applicants utilize one or a combination of the following documentation requirements.

For all options under Pathway 2, approval is at the sole discretion of the California Department of Community Services and Development (CSD). CSD will also consider the Applicant's track record building and/or operating deed-restricted affordable housing. All properties seeking approval through the waiver process must show documentation that the project will remain affordable and/or operating as a homeless shelter for no less than 10 years after LIWP retrofit work is complete. CSD reserves the right to request additional information about the Applicant, including but not limited to, a list of deed-restricted affordable housing that they own and operate and/or a Certificate of Good Standing. Please note, Pathway 2 options are not guaranteed and will take additional time for CSD to review and determine eligibility.

Pathway 2A: Affordable Housing Funding Commitment Letter
Applicants that have secured a funding commitment from any of the federal, state, or local agencies listed under Pathway 1 for property upgrades may apply to LIWP on a provisional basis. Upon application approval, the Applicant will be able to receive technical assistance for the property. A valid regulatory agreement must be received by the program prior to issuing any incentive payments, and failure to do so may put incentive reservation at risk.

Pathway 2B: Office of Migrant Services (OMS) Migrant Centers
Applicants that participate in HCD's OMS Migrant Center program may qualify the property by providing documents showing the property is active and households participate in affordable seasonal rental housing for migrant farmworker families primarily available to those with income levels less than 80% AMI. This pathway must be paired with a regulatory agreement or similar that maintains the property for OMS services for a period of at least 10 years. Participants must notify the LIWP Service Provider and CSD no less than 30 calendar days prior to changes to the property occupancy and affordability requirements.

Pathway 2C: Property in the Process of a Sale Transaction or Transfer
A multifamily property that is currently in the process of a sale transaction or transfer may be considered for participation in LIWP and receive technical assistance if the Applicant is able to provide documentation that the property will become a deed-restricted affordable property after the sale transaction or transfer is complete. The sale transaction or property transfer must be completed, and regulatory agreement must be executed prior to incentive reservation.

Pathway 2D: Homeless Housing Funding Source Confirmation
Providers of housing for people experiencing homelessness that receive funding through one of the programs below, but does not have a regulatory agreement or master lease may submit documentation of that funding as part of the waiver application:

- Emergency Solutions Grant (ESG);
- Community Development Block Grant (CDBG); or
- Continuum of Care (CoC) documentation by the local office confirming Participant membership

For all above program recipients, documentation must confirm that funds are utilized for the Emergency Shelter or transitional housing program components. Documentation Funding sources can only serve as a component of the waiver packet. Applicant must also include proof that the status of the building as a shelter or transitional

housing for homeless or formerly homeless people will continue for at least 10 years.

Pathway 2E: Homeless Housing Self Certification
Participants may also demonstrate property eligibility via a self-certification by signing this document confirming that at least 50% of the population served are people experiencing homelessness. This self-certification approach must be combined with documentation of permanence to demonstrate that the facility will continue to serve homeless populations for at least 10 years at this site (e.g. lease agreement) and an Affordability Covenant. Participants must also provide confirmation of funding, if applicable, from an alternative program source not listed above in order to demonstrate that at least 50% of units or beds will continue to serve people experiencing homelessness. Mark all options that apply below under Owner Declaration.

By signing this eligibility Affordability Covenant under Pathway 2E, Participant hereby certifies that at least 50% of the units or beds served on site are specifically dedicated to house homeless or formerly homeless residents and can demonstrate that this commitment to serving homeless or formerly homeless populations will continue for at least 10 years post LIWP services. Participant organization agrees to the following requirements:

1. Provide documentation of current occupancy level and/or historical occupancy levels for the past five years.
2. Certify status as a property housing homeless or formerly homeless populations through documentation of required reporting protocols (Homeless Management Information System, CoC reporting requirements, etc.).
3. Provide documentation of permanence (10+ years) and alternative funding source related to serving homeless populations, including program guidelines.
4. Agree to maintain a percentage of homeless housing units or shelter beds at the property such that at least 50% of the units or shelter beds will continue to serve people experiencing homelessness for a total period of 10 years.

Pathway 2F: Resolution by Tribal Government or Housing Authority or Similar Tribal Entity
Tribal housing Participants that are not able to income qualify a property under Pathway 1 and other Pathway 2 options may provide a tribal resolution. The LIWP Program provider will consider eligibility as long as the tribal resolutions includes the following information:

- At least 50% of the units are reserved for tribal members.
- At least 66% of the households earn at or below 80% AMI.
- Tribal Government and/or Tribal Housing Authority certifies that the property is and will continue to be maintained as affordable housing for low-income households for a period of not less than 10 years.
- The document is authored and signed by the appropriate tribal authority.
- The documents lists the name(s) and address(es) of the property or properties in question.

Pathway 2G: Other
Pathway 2G may only be pursued after preliminary intake call, document review, and explicit approval to move forward with a Pathway 2G waiver submittal by the LIWP Program Intake Coordinator. Pathway 2G waiver submittals may be considered on a case-by-case basis and at the sole discretion of the LIWP Program team. Participants may demonstrate program eligibility for Pathway 2G by providing strong documentation to demonstrate that their property meets the intent of LIWP Program requirements and criteria (66% of the units will be maintained for residents at or below 80% AMI for at least 10 years) through other programs, funding sources, or compliance pathways not explicitly listed in this document for waiver consideration. This pathway is left intentionally flexible to allow for new programs and equity considerations that the original affordability pathways may not have considered but that otherwise meet program eligibility criteria; however, approval to submit a waiver for Pathway 2G is the first approval step in this pathway. Following the preliminary review by the LIWP Program Intake Coordinator, all final waiver submissions through Pathway 2G will be subject to extensive review and final approval by CSD.

PROPERTY AFFORDABILITY COVENANT

OWNER DECLARATION

☑ **1: Regulatory Agreement**

Type of Regulatory Agreement: California Department of Housing and Community Development/Housing Finance Agency

Compliance Years Remaining on Agreement: 22

☐ **2A: Affordable Housing Funding Commitment Letter**

Agency: _____

Date Issued: _____

☐ I have provided an official funding commitment letter by a federal, state, or local agency and will report to CSD the official recorded regulatory agreement upon approval.

☐ I have proof of a valid regulatory agreement application or confirmation.

☐ **2B: Office of Migrant Services**

☐ I have provided the supporting documents to the program and confirm that the property is an active OMS Migrant Center.

☐ Proof of a regulatory agreement or similar that maintains the property for OMS services for a period of at least 10 years.

☐ **2C: Sale Transaction or Transfer**

☐ I have provided a copy of the property sales contract and confirm that I will report to the LIWP Service Provider and CSD the official regulatory agreement upon approval.

☐ Other Pathway 1 or 2 Option(s) used: _____

☐ **2D: Homeless Housing Funding Source Confirmation**

☐ Source of Funding: _____

☐ Type of Document: _____

☐ Compliance years remaining: _____

☐ I have documentation of permanence (10+ years) and alternative funding source related to serving homeless populations, including program guidelines.

☐ I can provide proof of occupancy, including numbers of residents, at the property by homeless populations for a period of ____ years.

☐ **2E: Homeless Housing Self-Confirmation**

☐ I have provided documents 1-3 under the Homeless Self Certification option and confirm that at least 50% of the units and/or residents served are people experiencing homelessness.

☐ I have documentation of permanence to demonstrate that the facility will continue to serve homeless populations for at least 10 years at this site (e.g. lease agreement).

☐ I have proof of funding documentation.

☐ **2F: Tribal Housing Resolution**

☐ Signed resolution with required program eligibility details as outlined in Pathway 2F above.

☐ Certifies that the property is and will continue to be maintained as affordable housing for low-income households for a period of no less than 10 years.

☐ **2G: Other**

- ☐ I have met with LIWP implementors to discuss and review all documentation related to affordability and funding sources at this property.
- ☐ I have provided a copy of said documentation related to affordability and funding sources to the LIWP implementors. This documentation has been approved by LIWP implementors as eligible for submittal under Pathway 2G.
- ☐ Certifies that the property is and will continue to remain affordable for at least 10 years.

SIGNATURE

I understand that approvals under Pathway 2 do not constitute comprehensive project portfolio acceptance into the LIWP program and that approvals will be strictly made on a case by case basis. I understand the ability to access future funding from CSD will be evaluated based on the Participant's adherence to this Affordability Covenant.

By signing below, I agree to the terms and requirements of the LIWP Affordability Covenant and attest that the supporting documents provided are true and accurate for the property I am enrolling in the LIWP Program.

Anne Cottrell	Board Chair
Participant Printed Name	Participant Title
Napa County Housing Authority	
Participant Organization	
Participant Signature	Date

APPROVED AS TO FORM:
Napa County Counsel
Dated: 8/5/2025

By: */S/ Corey S. Utsurogi*
Corey S. Utsurogi, Deputy

LIWP MULTIFAMILY

PROPERTY AFFORDABILITY COVENANT

PARTICIPANT INFORMATION

Property Name	Calistoga Farmworker Center - 3996 St. Helena Highway
Property Street Address	3996 St. Helena Highway
Property City, State, Zip	Calistoga, California 94515
Property Owner Company	Napa County Housing Authority
Primary Contact Name	Alex Carrasco
Primary Contact Company	Napa County Housing Authority
Primary Contact Phone and Email	7072991352 , alex.carrasco@countyofnapa.org

PROPERTY AFFORDABILITY COVENANT

By participating in the Low Income Weatherization Program (LIWP), the Participant agrees to comply with and maintain the LIWP income affordability of the property's rental units for a period of 10 years as a condition of receiving LIWP property improvement funds. The Participant must confirm that at least 66% of households are at or below 80% Area Median Income (AMI)[1]. This may be done through two major eligibility pathways. Any projects that follow Pathway 1 are immediately eligible for the LIWP program. Pathway 2 options will require additional approvals by Program Administrators on a project-by-project basis. Both pathways are described on the following pages.

OTHER COMPLIANCE REQUIREMENTS

1. This LIWP Property Affordability Covenant shall be maintained for at least 10 years post-completion of LIWP-incentivized upgrades.
2. The Participant agrees to comply with Assembly Bill 1232 legislation requirements by submitting the following forms on a bi-annual basis for up to 10 years: current rent rolls, rate of rent increases, and a narrative explaining any tenant long-term relocations or evictions. Compliance assists with the program's goal of better enforcing or adjusting affordability contracts and measures.
3. The participant agrees not to evict or commence any eviction proceeding against any tenant(s) of any qualifying dwelling unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding. This restriction is in force for a period of not less than ten years. This period commences on the date the Incentive Reservation Participating Agreement (IRPA) is executed.
4. Rents may not be increased as a direct result of LIWP work. In situations where the property's funding requires annual adjustments to utility allowances (UA) or where funding allows voluntary adjustments to UA, which impacts rents, LIWP would not interfere with required or allowable UA adjustments except in cases of solar electricity bill VNEM credits. In all cases where a LIWP-incentivized solar system allocated solar benefits to residents, owners may not recoup these through UA adjustments unless required by the rules of their funding mechanism's UA requirements.
5. For qualifying dwelling units subject to statutorily authorized rent control or rent stabilization, this agreement does not prohibit the owner from receiving approval for standard, periodic, incremental rent increases granted by the local rent control guidelines board.
6. Unless the property is subject to using a Public Housing Authority utility allowance schedule for energy efficiency or electrification upgrades or the California Utility Allowance Calculator (CUAC), the Participant

[1] See https://www.huduser.gov/portal/datasets/il.html#year2024 to see AMI levels by County.

agrees that the rents for the qualified low-income dwelling units shall not be increased for the sole reason of the solar and/or energy efficiency upgrades and major capital improvements included as part of the LIWP Incentive Reservation and Participation Agreement.

7. The Participant agrees that any dwelling units which are designated as vacant as of the effective date of the Incentive Reservation and Participation Agreement shall be rented to or occupied by a household at an income level such that at least 66% of households residing at the property earn less than 80% AMI.
8. Properties with an existing regulatory agreement that already meets the rent and occupancy requirements at reservation will be considered compliant if the property complies with the regulatory agreement. The Participant agrees that any dwelling units which are designated as vacant as of the effective date of program reservation shall be rented at a price such that at least 66% of the property's units will be rented at or below the Rent Affordability Standard.
9. The Participant shall notify the LIWP program (LIWPInfo@aeacleanenergy.org) about any intent to sell or transfer any property enrolled in LIWP as early as possible but no less than 30 days prior to the execution of a transfer agreement.
10. Only requirements #1 and #9 are applicable to homeless shelters.

PROPERTY ELIGIBILITY PATHWAYS

Pathway 1: Demonstrating Low-Income Eligibility with a Regulatory Agreement

To demonstrate low-income eligibility, the simplest method is to provide proof of a valid rent regulatory agreement with either a federal, state, or local agency identifying that at least 66% of households are at or below 80% AMI.

The regulatory agreement(s) must continue to be in place for at least 10 years after receipt of LIWP incentives (i.e. 10 years after the energy improvements are completed). For properties with less than 10 years remaining on the regulatory agreement, see following paragraph.

In instances where property has less than 10 years remaining on the regulatory agreement, in order to receive LIWP incentives, the owner agrees to extend the affordability requirement at the property such that 66% of households are ≤ 80% AMI for a total period of 10 years post construction. Owner signature to this document confirms agreement that the property will provide at least this minimum level of affordability after expiration of the regulatory agreement.

If a deed-restricted property only has 3 years or less on their Regulatory Agreement (RA), the following documentation would need to be shown as proof of receiving a new RA:

A. Application for new RA
   - If this is the only documentation the property has, then they must wait until they have either B or C, below.
B. Proof of acceptance either in letter/email form
C. Email/letter from HCD confirming that the property WILL be issued the RA and therefore it is safe for LIWP to proceed with construction work

Property has a valid regulatory agreement serving any tenant population (e.g. families, seniors, special needs, etc.) and for any housing type, including senior housing, farmworker housing, permanent supportive housing, and tribal housing as well as adaptive reuse.

The following are the most common agencies that issue regulatory agreements.

- U.S. Housing and Urban Development (HUD)
  - Various financing and rental assistance programs
- U.S. Department of Agriculture (USDA) Loans and Rental Assistance
  - Section 514 and Section 516 programs
- California Department of Housing and Community Development's (HCD)
  - Including HomeKey Program, Portfolio Preservation Program, Joe Serna Jr. Farmworker Housing Grant and many more
- California Tax Credit Allocation Committee's (TCAC)
  - TCAC's Low Income Housing Tax Credits (LIHTC) program may cover any population, set aside and housing type, including farmworker, rural, and tribal housing
- California Housing Finance Agency (CalHFA)
- Public and Private Issuers of Tax-Exempt Bonds to Finance Low-Income Multifamily Housing
- Local Housing Agency

To verify eligibility as a property serving people experiencing homelessness, provide a housing regulatory agreement demonstrating that at least 50% of the building's units are committed to serving residents experiencing homelessness. For organizations providing services who do not own the property, a master lease agreement must be submitted which identifies the terms of the lease including the length of the lease.

The primary way to demonstrate farmworker housing eligibility is through one of the farmworker housing regulatory agreements and rental assistance listed above, identifying that at least 50% of households are available to, and occupied by, farmworkers and their households. This includes any of the following programs: USDA Section 514/516, or HCD Joe Serna, Jr., Farmworker Housing Grant Program, or TCAC Farmworker Housing Assistance Tax Credit Program. For properties with USDA 514/516 regulatory agreements, the Participant may only qualify farmworker households at or below 80% AMI. For purposes of LIWP, farmworker households with moderate incomes are not eligible.

Participating tribal housing may qualify a property using a regulatory agreement issued by TCAC, HCD, or local agency for a tribal housing program. In addition, a Participant must demonstrate that at least 50% of the units are set aside for tribal members and may also utilize documentation by:

- Bureau of Indian Affairs (BIA): BIA Lease document or similar
- Indian Housing Block Grant (IHBG): Indian Housing Plan (IHP)
- Native American Housing Assistance and Self-Determination Act (NAHASDA): Useful Life/Use Restriction document

Properties with an existing regulatory agreement that does not specify details about the affordability mix or the term of the agreement, such as USDA regulatory agreements, shall provide other official documentation from the agency issuing the regulatory agreement that includes the missing information. Alternatively, the Participant may request an email from the agency, addressed to the LIWP Implementors (LIWPInfo@aeacleanenergy.org, arodriguez@chpc.net, LIWP-ForProfit@trccompanies.com) that confirms the below property details:

- Property name
- Property address
- Affordability mix with unit totals
- Term of agreement and years remaining

Pathway 2: Waiver Required, Documenting Low-Income Eligibility without a Regulatory Agreement and Other Property Scenarios

For properties that do not have such regulatory agreements, there are potential options under Pathway 2 that all require requesting a waiver to the program requirement that properties demonstrate income eligibility through a regulatory deed-restriction with a minimum of 10 years remaining, post LIWP retrofit. Pathway 2 will require that Applicants utilize one or a combination of the following documentation requirements.

For all options under Pathway 2, approval is at the sole discretion of the California Department of Community Services and Development (CSD). CSD will also consider the Applicant's track record building and/or operating deed-restricted affordable housing. All properties seeking approval through the waiver process must show documentation that the project will remain affordable and/or operating as a homeless shelter for no less than 10 years after LIWP retrofit work is complete. CSD reserves the right to request additional information about the Applicant, including but not limited to, a list of deed-restricted affordable housing that they own and operate and/or a Certificate of Good Standing. Please note, Pathway 2 options are not guaranteed and will take additional time for CSD to review and determine eligibility.

Pathway 2A: Affordable Housing Funding Commitment Letter
Applicants that have secured a funding commitment from any of the federal, state, or local agencies listed under Pathway 1 for property upgrades may apply to LIWP on a provisional basis. Upon application approval, the Applicant will be able to receive technical assistance for the property. A valid regulatory agreement must be received by the program prior to issuing any incentive payments, and failure to do so may put incentive reservation at risk.

Pathway 2B: Office of Migrant Services (OMS) Migrant Centers
Applicants that participate in HCD's OMS Migrant Center program may qualify the property by providing documents showing the property is active and households participate in affordable seasonal rental housing for migrant farmworker families primarily available to those with income levels less than 80% AMI. This pathway must be paired with a regulatory agreement or similar that maintains the property for OMS services for a period of at least 10 years. Participants must notify the LIWP Service Provider and CSD no less than 30 calendar days prior to changes to the property occupancy and affordability requirements.

Pathway 2C: Property in the Process of a Sale Transaction or Transfer
A multifamily property that is currently in the process of a sale transaction or transfer may be considered for participation in LIWP and receive technical assistance if the Applicant is able to provide documentation that the property will become a deed-restricted affordable property after the sale transaction or transfer is complete. The sale transaction or property transfer must be completed, and regulatory agreement must be executed prior to incentive reservation.

Pathway 2D: Homeless Housing Funding Source Confirmation
Providers of housing for people experiencing homelessness that receive funding through one of the programs below, but does not have a regulatory agreement or master lease may submit documentation of that funding as part of the waiver application:

- Emergency Solutions Grant (ESG);
- Community Development Block Grant (CDBG); or
- Continuum of Care (CoC) documentation by the local office confirming Participant membership

For all above program recipients, documentation must confirm that funds are utilized for the Emergency Shelter or transitional housing program components. Documentation Funding sources can only serve as a component of the waiver packet. Applicant must also include proof that the status of the building as a shelter or transitional

housing for homeless or formerly homeless people will continue for at least 10 years.

Pathway 2E: Homeless Housing Self Certification
Participants may also demonstrate property eligibility via a self-certification by signing this document confirming that at least 50% of the population served are people experiencing homelessness. This self-certification approach must be combined with documentation of permanence to demonstrate that the facility will continue to serve homeless populations for at least 10 years at this site (e.g. lease agreement) and an Affordability Covenant. Participants must also provide confirmation of funding, if applicable, from an alternative program source not listed above in order to demonstrate that at least 50% of units or beds will continue to serve people experiencing homelessness. Mark all options that apply below under Owner Declaration.

By signing this eligibility Affordability Covenant under Pathway 2E, Participant hereby certifies that at least 50% of the units or beds served on site are specifically dedicated to house homeless or formerly homeless residents and can demonstrate that this commitment to serving homeless or formerly homeless populations will continue for at least 10 years post LIWP services. Participant organization agrees to the following requirements:

1. Provide documentation of current occupancy level and/or historical occupancy levels for the past five years.
2. Certify status as a property housing homeless or formerly homeless populations through documentation of required reporting protocols (Homeless Management Information System, CoC reporting requirements, etc.).
3. Provide documentation of permanence (10+ years) and alternative funding source related to serving homeless populations, including program guidelines.
4. Agree to maintain a percentage of homeless housing units or shelter beds at the property such that at least 50% of the units or shelter beds will continue to serve people experiencing homelessness for a total period of 10 years.

Pathway 2F: Resolution by Tribal Government or Housing Authority or Similar Tribal Entity
Tribal housing Participants that are not able to income qualify a property under Pathway 1 and other Pathway 2 options may provide a tribal resolution. The LIWP Program provider will consider eligibility as long as the tribal resolutions includes the following information:

- At least 50% of the units are reserved for tribal members.
- At least 66% of the households earn at or below 80% AMI.
- Tribal Government and/or Tribal Housing Authority certifies that the property is and will continue to be maintained as affordable housing for low-income households for a period of not less than 10 years.
- The document is authored and signed by the appropriate tribal authority.
- The documents lists the name(s) and address(es) of the property or properties in question.

Pathway 2G: Other
Pathway 2G may only be pursued after preliminary intake call, document review, and explicit approval to move forward with a Pathway 2G waiver submittal by the LIWP Program Intake Coordinator. Pathway 2G waiver submittals may be considered on a case-by-case basis and at the sole discretion of the LIWP Program team. Participants may demonstrate program eligibility for Pathway 2G by providing strong documentation to demonstrate that their property meets the intent of LIWP Program requirements and criteria (66% of the units will be maintained for residents at or below 80% AMI for at least 10 years) through other programs, funding sources, or compliance pathways not explicitly listed in this document for waiver consideration. This pathway is left intentionally flexible to allow for new programs and equity considerations that the original affordability pathways may not have considered but that otherwise meet program eligibility criteria; however, approval to submit a waiver for Pathway 2G is the first approval step in this pathway. Following the preliminary review by the LIWP Program Intake Coordinator, all final waiver submissions through Pathway 2G will be subject to extensive review and final approval by CSD.

OWNER DECLARATION

☑ **1: Regulatory Agreement**

Type of Regulatory Agreement: California Department of Housing and Community Development/Housing Finance Agency

Compliance Years Remaining on Agreement: 10

☐ **2A: Affordable Housing Funding Commitment Letter**

Agency: _____

Date Issued: _____

☐ I have provided an official funding commitment letter by a federal, state, or local agency and will report to CSD the official recorded regulatory agreement upon approval.

☐ I have proof of a valid regulatory agreement application or confirmation.

☐ **2B: Office of Migrant Services**

☐ I have provided the supporting documents to the program and confirm that the property is an active OMS Migrant Center.

☐ Proof of a regulatory agreement or similar that maintains the property for OMS services for a period of at least 10 years.

☐ **2C: Sale Transaction or Transfer**

☐ I have provided a copy of the property sales contract and confirm that I will report to the LIWP Service Provider and CSD the official regulatory agreement upon approval.

☐ Other Pathway 1 or 2 Option(s) used: _____

☐ **2D: Homeless Housing Funding Source Confirmation**

☐ Source of Funding: _____

☐ Type of Document: _____

☐ Compliance years remaining: _____

☐ I have documentation of permanence (10+ years) and alternative funding source related to serving homeless populations, including program guidelines.

☐ I can provide proof of occupancy, including numbers of residents, at the property by homeless populations for a period of ____ years.

☐ **2E: Homeless Housing Self-Confirmation**

☐ I have provided documents 1-3 under the Homeless Self Certification option and confirm that at least 50% of the units and/or residents served are people experiencing homelessness.

☐ I have documentation of permanence to demonstrate that the facility will continue to serve homeless populations for at least 10 years at this site (e.g. lease agreement).

☐ I have proof of funding documentation.

☐ **2F: Tribal Housing Resolution**

☐ Signed resolution with required program eligibility details as outlined in Pathway 2F above.

☐ Certifies that the property is and will continue to be maintained as affordable housing for low-income households for a period of no less than 10 years.

☐ **2G: Other**

- ☐ I have met with LIWP implementors to discuss and review all documentation related to affordability and funding sources at this property.
- ☐ I have provided a copy of said documentation related to affordability and funding sources to the LIWP implementors. This documentation has been approved by LIWP implementors as eligible for submittal under Pathway 2G.
- ☐ Certifies that the property is and will continue to remain affordable for at least 10 years.

SIGNATURE

I understand that approvals under Pathway 2 do not constitute comprehensive project portfolio acceptance into the LIWP program and that approvals will be strictly made on a case by case basis. I understand the ability to access future funding from CSD will be evaluated based on the Participant's adherence to this Affordability Covenant.

By signing below, I agree to the terms and requirements of the LIWP Affordability Covenant and attest that the supporting documents provided are true and accurate for the property I am enrolling in the LIWP Program.

Anne Cottrell	Board Chair
Participant Printed Name	Participant Title
Napa County Housing Authority	
Participant Organization	
Participant Signature	Date

APPROVED AS TO FORM:
Napa County Counsel
Dated: 8/5/2025

By: */S/ Corey S. Utsurogi*
Corey S. Utsurogi, Deputy

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1224

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Agreement with the City of Napa

RECOMMENDATION

Approve and authorize Agreement No 260054B with the City of Napa to allow Probation sworn personnel to use its shooting range. (Fiscal Impact: $48,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Probation has contracted with the City of Napa (City) shooting range since February 2020 for firearms training and qualifications for its armed sworn personnel.

All sworn, armed probation officers are required to qualify quarterly at firing range. Additionally, armed officers require relevant, realistic, and regular training with their firearm. Firearm training and qualification is a perishable skill. Each qualification/training is a minimum of four (4) hours. The City is able to accommodate the Department's armed officers to meet required quarterly qualifications.

The agreement maintains the $2,000 monthly fee adding certain disclosures and additional requirements to use the shooting range.

Requested Action:

Approve and authorize Agreement No 260054B with the City of Napa for a maximum amount of $48,000 for the term July 1, 2025 through June 30, 2027 to allow Probation sworn personnel to use of its shooting range.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The City offers use of their facility that meets the Department's schedule requiring sworn armed personnel to qualify with their firearm quarterly.
Is the general fund affected?	Yes
Future fiscal impact:	The agreement will be budgeted accordingly in the future fiscal year.
Consequences if not approved:	If the Agreement is not approved, Probation will need to secure an Agreement with another agency that is not local to the County and anticipates additional expenses.

ENVIRONMENTAL IMPACT

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

LICENSE AGREEMENT
City Shooting Range

City Agreement No. C2025-

City Budget Code:

Napa County Agreement No**. 260054B**

This License Agreement (hereinafter "Agreement") is made and entered into by and between the City of Napa, a California charter city (hereinafter "City"), and the County of Napa (hereinafter "Licensee") is effective as of the date last signed by the City, which is identified on the signature page as the "Effective Date." City and Licensee may be collectively referred to herein as the "Parties."

RECITALS

A. The City is the owner of that certain real property located at 2295 Monticello Road in Napa, California, consisting of 4.3 acres of land located on Assessor's Parcel Number (APN) 049-010-014-000, which the City operates as a shooting range for use by City employees.

B. The Licensee has requested permission from the City to use the Premises for the purposes of firearms training and qualification for employees of Licensee's personnel located in the Napa area office in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties hereby agree as follows:

1. GRANT OF LICENSE. The City hereby grants Licensee (including its officers, employees, and agents) a non-exclusive, revocable license ("License") to use the Premises in its "As Is" condition without representation or warranty of any kind, including, without limitation, the suitability or safety of the Premises or any facilities or equipment on the Premises, for the sole purpose of providing firearms training and qualification to employees of Licensee's Probation Department ("Training") in accordance with the terms of this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2025, and conclude on June 30, 2027, unless earlier terminated pursuant to the terms hereof.

3. LICENSE FEE. Licensee shall pay City a License fee of Two Thousand Dollars ($2,000) per month to be invoiced semi-annually in arrears in the amount of Twenty-four Thousand Dollars ($24,000). Licensee shall pay the invoiced amount to the City within thirty (30) days of receipt of the invoice.

4. AUTHORIZED REPRESENTATIVES. Licensee hereby assigns Chief Probation Officer Amanda Gibbs to serve as the Licensee's authorized representative ("**Licensee's Authorized Representative**") to serve as the primary point of contact for all matters pertaining to this Agreement. City hereby assigns Fabio Rodriguez, Police Chief to serve as the City's authorized representative ("**City's Authorized Representative**") to serve as the primary point of contact for all matters pertaining to this Agreement.

5. LIMITATIONS ON LICENSEE'S USE OF CITY PROPERTY.

5.1. The City's permission to Licensee to use the Premises in accordance with this Agreement shall not create any right, title, or interest in the Premises.

5.2. Notwithstanding anything to the contrary in this Agreement, Licensee's rights to use the Premises hereunder shall be subject and subordinate to the City's use of the Premises for the City's operations. In no case shall Licensee's use of the Premises interfere with those City uses or operations, as determined by the City in its sole and absolute discretion. City retains the right to use the Premises in any manner that does not unreasonably interfere with Licensee's activities hereunder.

5.3. Licensee may use the Premises up to three (3) days per month, including two (2) night shoots per fiscal year. Licensee shall schedule it use of the Premises with City at least fourteen (14) business days in advance by contacting the City's Authorized Representative. At a minimum, or as mutually agreed upon by both parties, the Napa County Probation Department will utilize the range on the second Tuesday and Wednesday of each month. Specific days and dates may be changed by mutual agreement of the parties during the term of this Agreement.

5.4. The Licensee shall, at its sole cost and expense, repair any damage arising out of Licensee's use of the Premises, and Licensee shall restore the Premises to a condition equal to or better than the condition which existed prior to Licensee's entry on the Premises. Licensee shall reimburse the City for any costs incurred to cure a breach of Licensee's obligations under this Agreement.

5.5 The Licensee may use ammunition containing lead when conducting live-firing training on the Premises as long as Licensee ensures that those projectiles are solely fired into the bullet traps on the Premises. For all other training involving steel targets, reactive targets, or any other tactical training where the bullet trap is not the backstop, Licensee shall ensure that only frangible ammunition is used. Frangible ammunition is not made from lead and is designed to break into small pieces upon contact with harder objects or surfaces.

5.6 The Licensee shall comply with posted instructions or rules governing use of the Premises.

5.7 As part of this Agreement, Licensee installed a shed/convex ("Shed") for the storage of supplies on the site of the Premises. The shed is approximately 8 feet by 10 feet in area. At the end of the term of this Agreement the Shed, as a fixture, will become the property of the City.

6. RIGHT TO TERMINATE. Either party may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to the other party, effective upon the date stated in the notice. Upon termination, the Licensee shall pay to the City all outstanding amounts due to the City in accordance with Section 3.

7. RELATIONSHIP BETWEEN THE PARTIES. Licensee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Licensee is not City's agent and shall have no authority to act on behalf of the City or to bind the City to any obligation whatsoever.

8. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.

8.1. Permits and Licenses. The Licensee shall, at the Licensee's expense, obtain and maintain all necessary permits and licenses for the performance of the Training.

8.2. Compliance with Law. The Licensee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions and any shooting range safety rules or regulations), whether or not said laws are expressly stated in this Agreement.

9. PUBLIC SAFETY. Licensee shall use and exercise due care, caution, skill, and expertise in performing the Training on the Premises, including appropriate and necessary supervision of Training participants by qualified professionals, and shall take all reasonable steps to safeguard Training areas, including without limitation existing facilities and property with full regard to the public safety. Licensee is aware that the licensed premises covered under this Agreement is situated in a rural residential area. Due to the rural nature of the location, there may be wildlife present on or around the Premises. This wildlife may include but is not limited to bears, mountain lions, rattlesnakes, and other potentially dangerous animals.

10. INSURANCE. Without limiting Licensee's indemnification provided herein, Licensee shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Licensee, its agents, employees or subcontractors:

10.1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $2,000,000.00 per occurrence per occurrence for bodily injury, personal injury and property damage. If Commercial General Insurance or other form with a general aggregate limit shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

10.1.1. The City, its officers, employees, and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Licensee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

10.1.2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

10.1.3. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than $1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

10.1.4. Worker's Compensation insurance meeting statutory limits of the California Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Licensee has no employees, Licensee may submit a Request for Waiver, Workers Compensation Insurance Requirement form in lieu of insurance:

10.1.5. Licensee shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over $100,000.00 shall be disclosed to and approved by City. If Licensee does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Licensee shall immediately notify the City's Range Master by telephone at 707-257-9514, or 707-257-9671 and Licensee shall promptly submit to the Range Master and the City's Authorized Representative a written report (in a form acceptable to City) with the following information:

11.1. A detailed description of the damage (including the name and address of the injured or deceased person(s) and a description of damaged property;

11.2. Name and address of witnesses; and

11.3. Name and address of any potential insurance companies.

12. WAIVER OF CLAIMS.

12.1. Neither the City nor any of its officers, agents or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, invitees, or Training participants, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the Premises or Licensee's use thereof, including any injury or death resulting from exposure to lead or other cancer-causing chemicals described in Section 14 below.

12.2. Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the City, its officials, officers, employees, or agents, under any present or future laws, statutes, or regulations for any claim or event relating to the terms of this contract condition of the Premises or Licensee's use thereof, including any injury or death resulting from exposure to lead or other cancer-causing chemicals described in Section 14 below.

13. INDEMNIFICATION. To the full extent permitted by law, Licensee shall indemnify, hold harmless, release and defend City, its elected and appointed officials, officers, employees, and agents, from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature (collectively, "Liability") that may be asserted by any person or entity including Licensee, in whole or in part, of any nature, arising out of, pertaining to, or relating to (a) Licensee's acts or omissions under this Agreement, including the acts or omissions of other persons employed or utilized by Licensee in the performance of this Agreement; (b) the Training; (c) Licensee's use of the Premises; or (d) exposure to lead or other cancer-causing chemicals described in Section 14 below ,excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Licensee shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Licensee under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Licensee. Licensee's indemnification obligation pursuant to this Section shall survive the expiration or termination of this Agreement.

14. LEAD DISCLOSURE. Licensee acknowledges and agrees that (i) lead and other chemicals known to the State of California to cause cancer, reproductive harm, birth defects and developmental harm are

present on the Premises; (ii) exposure to lead may occur through inhalation of lead vapors and dust or incidental ingestion from hand to mouth contact and (iii) entering the Premises can expose Licensee, its employees and agents to chemicals known to the State of California to cause cancer, reproductive harm, birth defects and developmental harm. To minimize risk of exposure to lead and other cancer-causing chemicals located on the Premises, Licensee, shall cause its employees and agents to wash their hands immediately after shooting, cleaning firearms, picking up spent casing (brass) or being present on the Premises; wash their hands, forearms, and face before eating, drinking, smoking or being in contact with other people; change their clothes and shoes before leaving the Premises; wash their clothes or uniforms worn while on the Premises separately from other clothing; and comply with any and all other City lead safety procedures currently in place on the Premises, including those described in Attachment 1B, or which may be established by the City in the future. Additionally, Licensee will ensure that all employees and/or agents of Licensee have completed any CalOSHA required trainings pursuant to General Safety Order §5198.

In addition, prior to entrance onto the Premises by any employee or agent of Licensee, Licensee shall cause each such employee or agent to execute a waiver in the form attached hereto as Attachment 1A and incorporated herein by reference ("Waiver") releasing and discharging the City from any all liability related to potential exposure to lead or other cancer causing chemicals present on the Premises and shall provide such executed waiver to the City. Licensee's failure to obtain an executed Waiver from each employee or agent of Licensee who enters the Premises or to provide the Waivers to the City shall be a material default under this Agreement.

Due to the potential reproductive harm lead may cause to unborn children as determined by the Centers for Disease Control (CDC) Licensee shall prohibit any pregnant employees from entering the Premises and shall notify all employees that pregnant women are not permitted on the Premises.

15. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred without the prior written consent of the City. Any attempt to assign or transfer this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

17. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of:

17.1. Actual receipt by a party's Authorized Representative, or

17.2. Actual receipt at the address designated below, or

17.2 Three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO CITY:

POLICE DEPARTMENT
CITY OF NAPA
1539 First Street
Napa, CA 94559
Attn: Police Chief
frodriguez@cityofnapa.org

TO LICENSEE: PROBATION DEPARTMENT
NAPA COUNTY
212 Walnut Street
Napa, CA 94559
Attn: Amanda Gibbs
amanda.gibbs@countyofnapa.org

18. GENERAL PROVISIONS.

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

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

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

18.4. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

18.5. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

18.6. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows]

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date written below.

CITY:
CITY OF NAPA, a California charter city

By: _____
Fabio Rodriguez, Police Chief

Date: _____
("**Effective Date**")

COUNTERSIGNED:

_____
Erika Leahy, City Auditor

APPROVED AS TO FORM:

_____
Christopher Diaz, Interim City Attorney

LICENSEE:
County of Napa, a political subdivision of the State of California

By: _____
Anne Cottrell, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Douglas Parker (via e-sign)* Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: August 5, 2025	Deputy Clerk of the Board	

ATTACHMENT 1A CITY OF NAPA – WAIVER AND RELEASE OF LIABILITY

Name of Participant: _____("Participant").

I am employed by the County of Napa and have requested the opportunity to participate in firearms training and qualification designed, administered, and provided by the County of Napa to be held on City of Napa ("City") property located at 2295 Monticello Road in Napa, California (Assessor's Parcel Number 049-010-014-000) (the "Premises").

My presence on the Premises, participation in the firearms training and qualification, and use of any City facilities and equipment on the Premises shall be hereafter defined as the "Training."

I know that the Training involves inherently dangerous activities, which carry the risk of serious injury or death.

I fully understand that the Training is designed, provided, and administered by the County of Napa, not the City, and that the City has no involvement whatsoever in the Training other than allowing the Napa County to use the City's Premises for the Training.

I fully understand that:

1. Lead and other chemicals known to the State of California to cause cancer, reproductive harm, birth defects and developmental harm are present on the Premises
2. Exposure to lead may occur through inhalation of lead vapors and dust or incidental ingestion from hand to mouth contact
3. Entering the Premises can expose me to chemicals known to the State of California to cause cancer, reproductive harm, birth defects and developmental harm.
4. I am only permitted to use frangible ammunition during Training at the premises.

I fully understand that I should not enter the Premises if I am pregnant because of the reproductive harm that lead present on the Premises may cause to my unborn children.

To minimize risk of exposure to lead and other cancer-causing chemicals located on the Premises, I agree to:

1. Wash my hands immediately after shooting, cleaning firearms, picking up spent casing (brass) or being present on the Premises
2. Wash my hands, forearms, and face before eating, drinking, smoking or being in contact with other people
3. Change my clothes and shoes before leaving the Premises
4. Wash my clothes or uniforms worn while on the Premises separately from other clothing
5. Comply with any and all other City lead safety procedures currently in place on the Premises or which may be established by the City in the future.

I fully understand the risks inherent in the Training, including the potential for exposure to lead and other chemicals known by the State of California to cause cancer. I hereby assume all risk associated with my participation in the Training, including risk of personal injury and death and risk of exposure to lead and other cancer-causing chemicals.

In return for being allowed to participate in the Training provided by the County of Napa on the Premises, I hereby forever waive, release and discharge the City of Napa, its elected and appointed officials, officers, employees, agents and volunteers ("City") from any and all liability, claims, demands and causes of action, including without limitation, for death, personal injury, disability, property damage or injury or damage of any kind (collectively, "Claims") arising out of or related to, directly or indirectly, my presence on the Premises and my participation in the Training, including any Claims related to exposure to lead or other cancer-causing chemicals present on the Premises. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AS PERMITTED BY LAW, AND APPLIES TO, WITHOUT LIMITATION, CLAIMS FOR INJURY TO ME ARISING FROM THE SOLE ACTIVE NEGLIGENCE OF THE CITY, A DANGEROUS CONDITION OF CITY PROPERTY, OR NEGLIGENCE OF THIRD PARTIES, including the County of Napa or other participants in the Training.

ATTACHMENT 1A CITY OF NAPA – WAIVER AND RELEASE OF LIABILITY

I hereby indemnify and hold harmless the City from any Claim which may be made by any other person against the City, arising out of or relating to my presence on the Premises or participation in the Training, including any Claim related to exposure to lead or other cancer-causing chemicals on the Premises.

This waiver, release, and grant of rights applies to me and my family, heirs, executors, administrators, and assigns.

NOTICE: THIS DOCUMENT IS A LEGAL INSTRUMENT THAT WAIVES AND RELEASES LIABILITY.
READ CAREFULLY BEFORE SIGNING.

PARTICIPANT SIGNATURE: _____DATE: _____

Prevent pooling water.

- If pooling water is present onsite notify Range Master

Suppress dust.

- If dust clouds are present during usage, mist with hose provided or notify Range Master

Prevent unauthorized vehicle access and parking.

- Do not allow vehicles to drive past posted signs. Parking is located at the site entrance.

Prevent accidental ingestion of lead.

- Use handwashing facilities after firearm maintenance and firing activities.
- Use the changing room to change clothing after range usage.
- Do not eat or drink near shooting area or firearms maintenance area.
- Vacuum Classroom with HEPA vacuum after all usage

Reduce ricochet risk.

- Watch for large rocks/boulders in shooting area and remove then or report their presence to the range master.

Complete any required tracking sheets.

- Rounds Fired Tracking Sheet
- Maintenance Tracking Sheet
- Cleaning Tracking Sheet
- Range Inspection Tracking
- Maintain Mist Application for Dust Suppression Documentation

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1240

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Approve Capital Improvement Project and Award Construction Contract to Zivko Corporation, Inc. dba Metal Building Company of Oakland, CA for Hangar A Row Roof Construction Project PW26-07 at the Napa County Airport

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 25051, "Hangar A Row Roof Construction Project" PW26-07; award Construction Contract to Zivko Corporation, Inc. dba Metal Building Company of Oakland, CA for their low base bid and bid alternate of $425,816; and approve an associated Budget Amendment. (Fiscal impact: $577,942 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County Airport owns and operates several Box and T-hangars for public lease/use. Several hangars are over 30 years of age and efforts have been made to identify several capital improvement projects to extend the life of these Airport Capital Assets. Airport staff have identified unsafe roof conditions in the A5-A8 box hangars that required relocation of those hangar tenants until repairs could be made. Further inspection of the metal roof and associated gutter systems identified the need for complete replacement.

Originally built in 1992, the hangar roof replacement project will replace all roof materials, gutter systems, ventilation and any failed purlins with in-kind or approved equal materials. A Bid alternate included replacing the gutter systems for hangars A1 and A4 as these have significant failures as well. This type of roof replacement is consistent with other metal frame buildings and enable the Airport to receive annual revenues exceeding $75,000 per year.

On June 24, 2025, the Board of Supervisors approved the plans, specifications, and authorization to advertise

for public bid of PW26-07 Hangar A Row Roof Project. Project Management services through MCK Americas, Inc. and required specialized roof inspections through Ninyo & Moore will be included in total costs through task order under the on-call services contracts, Agreement No. 250429B and Agreement No. 230242B, respectively. On July 30, 2025, Napa County Public Works opened bids for the project with four responsive bids (attached).

The Public Contract Code requires construction contracts to be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. The County provided local contractor outreach for this project by publishing the Notice to Contractor in the Napa Register. Also, the County mailed out the Notice to Contractor to various local contractors and sent to the local construction exchanges. The lowest responsible bidder was Metal Building Company and they were selected to complete the roof replacement and the gutter system replacement for hangars A1 and A4. Metal Building Company is not a local vendor.

The proposed budget amendment is based on the lowest responsible bid, administrative costs, and associated inspection and project management task orders. The entire project will be funded through the Airport Enterprise Fund (Fund 5010, Division 50105, Project 25051).

Requested Actions related to the “Hangar A Row Roof Construction Project”:

1. Award Construction Contract “Hangar A Row Roof Construction Project”, PW26-07, to Zivko Corporation, Inc. dba Metal Building Company of Oakland, California, for their lowest Base Bid and Bid Alternate of $425,819, and authorization for the Chair to sign the construction contract;

2.Approval of Budget Amendment for the following:

a. Increase Intrafund Transfers Out appropriation by $577,942 in the Airport Operations budget (Fund 5010, Subdivision 5010000) offset by the use of its available fund balance to transfer to Project 25051 and increase to its Intrafund Transfers In revenues (Fund 5010, Subdivision 5010500, Project 25051, Account 49900); and

b. Increase Engineer Servies appropriation by $10,000 in Project 25051 budget (Fund 5010, Subdivision 5010500, Project 25051, Account 52145) transferred from Airport Operations; and

c. Increase Consulting Services appropriation by $65,014 in Project 25051 budget (Fund 5010, Subdivision 5010500, Project 25051, Account 52310) transferred from Airport Operations; and

d. Increase Construction Services appropriation by $502,928 in Project 25051 budget (Fund 5010, Sub-Division 5010500, Project 25051, Account 52360) transferred from Airport Operations.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This is a new capital project with funding sourced from the Airport Enterprise Fund (Fund 5010).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Napa County Airport staff have identified unsafe roof conditions in the A5-A8 box hangars. Originally built in 1992, the hangar roof replacement project is necessary to extend the life of the Airport asset as well as annual revenue generation. These hangars account for approximately $75,000 per year in annual revenue.
Is the general fund affected?	No
Future fiscal impact:	This project is planned and will be completed in FY 2025-26. Ongoing operations and maintenance will be budgeted in the Airport Enterprise Fund for future fiscal years.
Consequences if not approved:	Napa County Airport will no longer be able to receive revenue for Hangars A5-A8 as these hangars are no longer safe for public use.

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].

NAPA COUNTY AIRPORT A ROW HANGAR ROOF REPLACEMENT PROJECT: PW 26-07

Bid Opening: July 30, 2025 @ 11:30AM

Engineer's estimate: $600,000

Contractor	Base Bid
Metal Buildings Company Oakland, CA	$413,971.00
PAC Shield Roof Services Modesto, CA	$665,259.00
Stronger Building Services San Leandro, CA	$700,000.00
Andy's Roofing San Leandro, CA	$472,675.00

Hangar A Row Roof Construction Project, PW 26-07
CIP# 25051

8/4/25

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date*	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Environmental	$0					
Technical Study	$0					
Design/ project management	$55,014	$55,014				
Design Admin	$10,000	$10,000				
Construction	$425,816	$425,816				
Construction Contingency 10%	$42,582	$42,582				
Construction Management/Inspection	$34,530	$34,530				
Construction Admin	$10,000	$10,000				
Total Project	**$577,942**	**$577,942**	**$0**	**$0**	**%**	**$0**
Total Federal Project Cost	$0					
Federal Grant Share	$0					
Sponsor Share	$577,942					
Sponser Final Share and 10% contingency						

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1375

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Steven Lederer, Director of Public Works

SUBJECT: Maintaining Existing Rates for Collection of Solid Waste, Recyclables, Green Waste and Food Waste for the Unincorporated Area of Garbage Zone One

RECOMMENDATION

Authorization to maintain existing rates that were previously made effective October 1, 2024, for the residential and commercial operational cost associated with the collection of solid waste, recyclables, green waste, and food waste applicable to the Unincorporated Area of Garbage Zone One, a service which is provided by Napa County Recycling and Waste Services, LLC. (No Fiscal Impact)

BACKGROUND

This item is specifically exempt from the voting requirements of Article XIIIC of the California Constitution because these fees are imposed by a private third party, Napa County Recycling and Waste Services, LLC (NCRWS), under the Franchise Agreement as granted by the County to NCRWS on May 3, 2005 and amended and restated on December 19, 2017, and because a rate increase is not proposed.

NCRWS Rate Package - Summary:

On June 2, 2025 the Public Works Department received an application for an adjustment of rates for the operational cost associated with the collection of solid waste, recycling, green waste, and food waste from NCRWS in Garbage Zone One (Zone One), which serves much of the south county. The Public Works Department completed their review of the application, pursuant to Article 6 - Contractor Compensation and Customer Rates, of the amended and restated Franchise Agreement between the County and NCRWS. Under Article 6, NCRWS is entitled to request one rate adjustment annually. Per the amended and restated Franchise Agreement, the County shall adjust rates, either up or down, to reflect:

1. Contractor Compensation adjusted for agreed upon profit and inflation; and,
2. Actual changes in any of the pass-through components (Solid Waste Tip Fee, Green Waste Tip Fee, Net

Recycling Processing Fee, Food Waste Tip Fee, and the Carpet Tip Fee) of each rate. The impact of changes to the pass through costs is applied to each rate and is dependent on the services rendered, resulting in different percentages for different rates.

Contractor Compensation and Pass-Through components of the proposed rates are described more fully below.

1. Contractor Compensation at 2.7% for agreed upon profit and CPI (capped at 5% per Section 6.2C of our agreement)
2. Increase in the Solid Waste disposal fee from $73/ton to $74/ton
3. Increase in the Green Waste tip fee from $55/ton to $60/ton
4. Increase in the Carpet Waste tip fee from $59/ton to $60/ton.
5. Increase in the Food Waste Tip Fee from $65/ton to $70/ton
6. Decrease the Recycling Processing fee from a CHARGE of $25/ton to a CREDIT of $10/ton.

Increased costs due to CPI and certain services provided by the City of Napa are more than offset by the change in the net recycling processing fee from a cost of $25/ton last year to a credit of $10/ton this year. The large changes in this fee are related to the resale markets for recycled material, which tend to be quite volatile. The City and the County have worked together to develop this fee on a 3-year rolling average in the future to minimize this volatility. Company and staff recommend that rates currently in place, that were effective October 1, 2024, be continued without change. The 2024 rates are as attached. Holding rates steady this year will result in the over collection of about $165,000 (2% of revenue) which will be tracked and used to reduce and offset any needed rate increase next year.

Comparing Zone 1 rates to others in the County:

Zone 1, 35 gallon cart=$52.34

Upper Valley Disposal Services (UVDS), County unincorporated, 32 gallon cart=$59.43

City of Napa, 35 gallon cart=$42.88 (there are planned increases of about 40% over the next 4-years).

Requested Action:

Adopt NCRWS proposal to maintain current rates for garbage and recycling services.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approving the rates allows for recovery of costs for performing a critical service and an increase in franchise fee revenue consistent with the terms of the franchise agreement.
Is the general fund affected?	No
Future fiscal impact:	The County receives franchise fee revenue that equals 10% of the fee revenue collected by NCRWS. The franchise fees are utilized to reimburse the County for expenses incurred related to Zone 1.
Consequences if not approved:	The County would be in breach of its contract with NCRWS if we failed to act on their rate proposal request.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: These fees are not subject to the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, Section 15273(a)(1) and (2).

EXHIBIT "A"

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC

Residential Cart Collection
Proposed Rates in Dollars per Container per Month

	Contractor Compensation Fee Component	Solid WasteTip Fee Component	Green Waste Tip Fee Component	Net Recycling Processing Fee Component	Tip Fee Food Waste Component	Total Rate	Rate Change
Solid Waste Cart							
20 gallon	$ 29.03	$ 2.73	$ 5.80	$ 5.96	$ 0.21	$ 48.59	35.35%
35 gallon	$ 30.35	$ 4.77	$ 5.80	$ 5.96	$ 0.22	$ 52.34	32.23%
65 gallon	$ 43.96	$ 8.86	$ 5.80	$ 5.96	$ 0.43	$ 72.25	22.34%
96 gallon	$ 64.29	$ 12.95	$ 5.80	$ 5.96	$ 0.65	$ 99.62	16.08%

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC

Commercial/Multi-Family/Mobile Homes Cart and Bin Collection
Proposed Rates in Dollars per Container per Month

Service Description	Monthly Bin Rental Component	Contractor Compensation Component (4)	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Monthly Rate	Rate Change
35 gallon container	n/a	$ 43.37	$ 4.77	$ 0.68	$ 54.25	2.38%
65 gallon container	n/a	$ 54.94	$ 9.53	$ 1.37	$ 73.16	2.38%
96 gallon container, 1 pickup per week	n/a	$ 91.12	$ 14.31	$ 2.73	$ 120.18	2.42%
96 gallon container, 2 pickup per week	n/a	$ 153.29	$ 28.60	$ 5.47	$ 208.17	2.43%
96 gallon container, 3 pickup per week	n/a	$ 186.52	$ 42.91	$ 8.20	$ 264.03	2.44%
96 gallon container, 4 pickup per week	n/a	$ 190.85	$ 56.47	$ 10.93	$ 286.94	2.46%
96 gallon container, 5 pickup per week	n/a	$ 224.13	$ 71.52	$ 13.66	$ 343.68	2.46%
96 gallon container, 6 pickup per week	n/a	$ 318.01	$ 85.82	$ 16.40	$ 466.92	2.45%
1 cubic yards, 1 pickup per week	$ 30.00	$ 260.31	$ 51.27	$ 27.33	$ 409.90	2.58%
1.5 cubic yards, 1 pickup per week	$ 30.00	$ 323.93	$ 76.90	$ 40.99	$ 524.24	2.69%
2 cubic yards, 1 pickup per week	$ 35.00	$ 477.25	$ 92.28	$ 54.65	$ 732.42	2.71%
3 cubic yards, 1 pickup per week	$ 35.00	$ 694.19	$ 143.55	$ 68.31	$ 1,045.61	2.66%
4 cubic yards, 1 pickup per week	$ 40.00	$ 723.12	$ 194.81	$ 81.98	$ 1,155.45	2.67%
6 cubic yards, 1 pickup per week	$ 45.00	$ 1,099.10	$ 287.10	$ 95.64	$ 1,696.49	2.57%
1 cubic yards, 2 pickup per week	$ 30.00	$ 520.65	$ 102.53	$ 54.65	$ 786.47	2.69%
1.5 cubic yards, 2 pickup per week	$ 30.00	$ 647.89	$ 153.80	$ 81.98	$ 1,015.19	2.78%
2 cubic yards, 2 pickup per week	$ 35.00	$ 954.44	$ 184.56	$ 109.30	$ 1,425.89	2.78%
3 cubic yards, 2 pickup per week	$ 35.00	$ 1,388.35	$ 287.10	$ 136.63	$ 2,052.30	2.71%
4 cubic yards, 2 pickup per week	$ 40.00	$ 1,446.18	$ 389.63	$ 163.95	$ 2,266.41	2.72%
6 cubic yards, 2 pickup per week	$ 45.00	$ 2,198.21	$ 574.20	$ 191.28	$ 3,342.98	2.61%
1 cubic yards, 3 pickup per week	$ 30.00	$ 780.96	$ 153.80	$ 81.98	$ 1,163.04	2.73%
1.5 cubic yards, 3 pickup per week	$ 30.00	$ 971.83	$ 230.70	$ 122.96	$ 1,506.10	2.81%
2 cubic yards, 3 pickup per week	$ 35.00	$ 1,431.69	$ 276.84	$ 163.95	$ 2,119.42	2.81%
3 cubic yards, 3 pickup per week	$ 35.00	$ 2,082.53	$ 430.64	$ 204.94	$ 3,059.02	2.73%
4 cubic yards, 3 pickup per week	$ 40.00	$ 2,169.33	$ 584.45	$ 245.93	$ 3,377.45	2.74%
6 cubic yards, 3 pickup per week	$ 45.00	$ 3,297.34	$ 861.29	$ 286.91	$ 4,989.49	2.62%

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC
Commercial/Multi-Family/Mobile Homes Cart and Bin Collection
Proposed Rates in Dollars per Container per Month

Service Description	Monthly Bin Rental Component	Contractor Compensation Component (4)	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Monthly Rate	Rate Change
1 cubic yards, 4 pickup per week	$ 30.00	$ 1,041.27	$ 205.08	$ 109.30	$ 1,539.60	2.75%
1.5 cubic yards, 4 pickup per week	$ 30.00	$ 1,295.79	$ 307.61	$ 163.95	$ 1,997.05	2.83%
2 cubic yards, 4 pickup per week	$ 35.00	$ 1,908.94	$ 369.13	$ 218.60	$ 2,812.96	2.82%
3 cubic yards, 4 pickup per week	$ 35.00	$ 2,776.69	$ 574.20	$ 273.25	$ 4,065.72	2.74%
4 cubic yards, 4 pickup per week	$ 40.00	$ 2,892.39	$ 779.26	$ 327.90	$ 4,488.39	2.75%
6 cubic yards, 4 pickup per week	$ 45.00	$ 4,396.47	$ 1,148.39	$ 382.55	$ 6,636.01	2.63%
1 cubic yards, 5 pickup per week	$ 30.00	$ 1,301.58	$ 256.33	$ 136.63	$ 1,916.15	2.76%
1.5 cubic yards, 5 pickup per week	$ 30.00	$ 1,619.72	$ 384.50	$ 204.94	$ 2,487.96	2.84%
2 cubic yards, 5 pickup per week	$ 35.00	$ 2,386.16	$ 461.41	$ 273.25	$ 3,506.47	2.83%
3 cubic yards, 5 pickup per week	$ 35.00	$ 3,470.88	$ 717.74	$ 341.56	$ 5,072.42	2.74%
4 cubic yards, 5 pickup per week	$ 40.00	$ 3,615.51	$ 974.08	$ 409.88	$ 5,599.41	2.75%
6 cubic yards, 5 pickup per week	$ 45.00	$ 5,495.60	$ 1,435.48	$ 478.19	$ 8,282.52	2.63%
1 cubic yards, 6 pickup per week	$ 30.00	$ 1,619.72	$ 307.61	$ 163.95	$ 2,356.98	2.76%
1.5 cubic yards, 6 pickup per week	$ 30.00	$ 1,943.68	$ 461.41	$ 245.93	$ 2,978.91	2.84%
2 cubic yards, 6 pickup per week	$ 35.00	$ 2,863.38	$ 553.68	$ 327.90	$ 4,199.96	2.84%
3 cubic yards, 6 pickup per week	$ 35.00	$ 4,165.09	$ 861.29	$ 409.88	$ 6,079.17	2.75%
4 cubic yards, 6 pickup per week	$ 40.00	$ 5,495.57	$ 1,168.90	$ 491.85	$ 7,995.91	2.70%
6 cubic yards, 6 pickup per week	$ 45.00	$ 6,594.70	$ 1,722.59	$ 573.83	$ 9,929.02	2.64%

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC
Commercial/Multi-Family/Mobile Homes Bin Collection - Customer Owned
Proposed Rates in Dollars per Container per Month

Service Description	Monthly Bin Rental Component	Contractor Compensation Component (4)	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Monthly Rate	Rate Change
1 cubic yards, 1 pickup per week	$ -	$ 260.31	$ 51.28	$ 27.33	$ 376.57	2.81%
1.5 cubic yards, 1 pickup per week	$ -	$ 323.93	$ 76.90	$ 41.00	$ 490.91	2.88%
2 cubic yards, 1 pickup per week	$ -	$ 477.25	$ 92.28	$ 54.65	$ 693.54	2.86%
3 cubic yards, 1 pickup per week	$ -	$ 694.19	$ 143.54	$ 68.32	$ 1,006.73	2.76%
4 cubic yards, 1 pickup per week	$ -	$ 723.13	$ 194.81	$ 81.98	$ 1,111.02	2.78%
6 cubic yards, 1 pickup per week	$ -	$ 1,099.09	$ 287.10	$ 95.65	$ 1,646.48	2.65%
1 cubic yards, 2 pickup per week	$ -	$ 520.64	$ 102.54	$ 54.65	$ 753.14	2.81%
1.5 cubic yards, 2 pickup per week	$ -	$ 647.90	$ 153.80	$ 81.98	$ 981.86	2.88%
2 cubic yards, 2 pickup per week	$ -	$ 954.42	$ 184.56	$ 109.30	$ 1,386.98	2.86%
3 cubic yards, 2 pickup per week	$ -	$ 1,388.36	$ 287.10	$ 136.63	$ 2,013.42	2.76%
4 cubic yards, 2 pickup per week	$ -	$ 1,446.18	$ 389.64	$ 163.95	$ 2,221.97	2.78%
6 cubic yards, 2 pickup per week	$ -	$ 2,198.20	$ 574.20	$ 191.28	$ 3,292.97	2.65%
1 cubic yards, 3 pickup per week	$ -	$ 780.95	$ 153.80	$ 81.98	$ 1,129.69	2.81%
1.5 cubic yards, 3 pickup per week	$ -	$ 971.83	$ 230.70	$ 122.97	$ 1,472.78	2.88%
2 cubic yards, 3 pickup per week	$ -	$ 1,431.70	$ 276.84	$ 163.95	$ 2,080.55	2.86%
3 cubic yards, 3 pickup per week	$ -	$ 2,082.55	$ 430.64	$ 204.95	$ 3,020.15	2.76%
4 cubic yards, 3 pickup per week	$ -	$ 2,169.34	$ 584.44	$ 245.93	$ 3,333.00	2.78%
6 cubic yards, 3 pickup per week	$ -	$ 3,297.33	$ 861.29	$ 286.92	$ 4,939.49	2.65%
1 cubic yards, 4 pickup per week	$ -	$ 1,041.26	$ 205.07	$ 109.30	$ 1,506.26	2.81%
1.5 cubic yards, 4 pickup per week	$ -	$ 1,295.80	$ 307.61	$ 163.95	$ 1,963.74	2.88%
2 cubic yards, 4 pickup per week	$ -	$ 1,908.95	$ 369.13	$ 218.60	$ 2,774.09	2.86%
3 cubic yards, 4 pickup per week	$ -	$ 2,776.72	$ 574.20	$ 273.25	$ 4,026.85	2.76%
4 cubic yards, 4 pickup per week	$ -	$ 2,892.39	$ 779.26	$ 327.90	$ 4,443.95	2.78%
6 cubic yards, 4 pickup per week	$ -	$ 4,396.47	$ 1,148.39	$ 382.55	$ 6,586.01	2.65%
1 cubic yards, 5 pickup per week	$ -	$ 1,301.57	$ 256.33	$ 136.63	$ 1,882.81	2.81%
1.5 cubic yards, 5 pickup per week	$ -	$ 1,619.70	$ 384.51	$ 204.95	$ 2,454.62	2.88%
2 cubic yards, 5 pickup per week	$ -	$ 2,386.15	$ 461.40	$ 273.25	$ 3,467.56	2.86%
3 cubic yards, 5 pickup per week	$ -	$ 3,470.86	$ 717.74	$ 341.57	$ 5,033.53	2.76%
4 cubic yards, 5 pickup per week	$ -	$ 3,615.52	$ 974.08	$ 409.88	$ 5,554.97	2.78%
6 cubic yards, 5 pickup per week	$ -	$ 5,495.61	$ 1,435.48	$ 478.20	$ 8,232.54	2.65%
1 cubic yards, 6 pickup per week	$ -	$ 1,619.70	$ 307.61	$ 163.95	$ 2,323.62	2.80%
1.5 cubic yards, 6 pickup per week	$ -	$ 1,943.68	$ 461.40	$ 245.93	$ 2,945.57	2.88%
2 cubic yards, 6 pickup per week	$ -	$ 2,863.37	$ 553.69	$ 327.90	$ 4,161.07	2.86%
3 cubic yards, 6 pickup per week	$ -	$ 4,165.07	$ 861.30	$ 409.88	$ 6,040.27	2.76%
4 cubic yards, 6 pickup per week	$ -	$ 5,495.56	$ 1,168.89	$ 491.85	$ 7,951.45	2.71%
6 cubic yards, 6 pickup per week	$ -	$ 6,594.69	$ 1,722.58	$ 573.83	$ 9,879.00	2.65%

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC

Commercial Solid Waste Compactor Service
Proposed Rates in Dollars per Daily Pickup

Service Description	Per Day Compactor Rental	Contractor Compensation Fee Component	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Daily Rate	Rate Change
Per Cubic Yard:						
7 YD	$ -	$ 380.87	$ 129.19	$ 38.29	$ 609.27	2.65%
8 YD	$ -	$ 380.87	$ 147.64	$ 43.76	$ 635.85	2.67%
9 YD	$ -	$ 380.87	$ 166.10	$ 49.23	$ 662.45	2.70%
10 YD	$ -	$ 634.82	$ 184.56	$ 54.65	$ 971.14	2.62%
11 YD	$ -	$ 634.82	$ 203.01	$ 60.17	$ 997.78	2.64%
12 YD	$ -	$ 634.82	$ 221.47	$ 65.64	$ 1,024.36	2.65%
13 YD	$ -	$ 634.82	$ 239.92	$ 71.11	$ 1,050.94	2.67%
14 YD	$ -	$ 634.82	$ 258.38	$ 76.58	$ 1,077.52	2.68%
15 YD	$ -	$ 634.82	$ 287.10	$ 81.98	$ 1,115.43	2.68%
16 YD	$ -	$ 634.82	$ 306.30	$ 87.52	$ 1,142.92	2.70%
17 YD	$ -	$ 634.82	$ 325.44	$ 92.99	$ 1,170.27	2.71%
18 YD	$ -	$ 706.26	$ 364.20	$ 98.46	$ 1,298.79	2.68%
19 YD	$ -	$ 706.26	$ 384.51	$ 103.83	$ 1,327.32	2.69%
20 YD	$ -	$ 745.98	$ 410.14	$ 109.30	$ 1,406.01	2.68%
21 YD	$ -	$ 745.98	$ 413.46	$ 114.87	$ 1,415.89	2.71%
22 YD	$ -	$ 745.98	$ 433.14	$ 120.34	$ 1,443.84	2.72%
23 YD	$ -	$ 745.98	$ 452.83	$ 125.81	$ 1,471.79	2.73%
24 YD	$ -	$ 745.98	$ 472.52	$ 131.28	$ 1,499.74	2.74%
Over 25 cy - per one cubic yard disposal fee increments	$ -	$ -	$ 30.76	$ 5.47	$ 40.26	2.64%
25 YD	$ -	$ 745.98	$ 492.17	$ 136.63	$ 1,527.52	2.74%
30 YD	$ -	$ 745.98	$ 645.96	$ 163.95	$ 1,728.77	2.73%
34 YD	$ -	$ 745.98	$ 769.00	$ 185.81	$ 1,889.76	2.72%
40 YD	$ -	$ 745.98	$ 953.57	$ 218.60	$ 2,131.28	2.71%

Residential/Commercial/Multi-Family/Mobile Homes - Temporary Bin Collection
Proposed Rates in Dollars per pickup

Service Description	Monthly Bin Rental Component	Contractor Compensation Component (4)	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Monthly Rate	Rate Change
1 CY	$ 6.93	$ 57.77	$ 11.84	$ -	$ 85.05	2.00%
1.5 CY	$ 6.93	$ 71.88	$ 17.76	$ -	$ 107.30	2.02%
2 CY	$ 8.08	$ 105.89	$ 21.31	$ -	$ 150.32	2.07%
3 CY	$ 8.08	$ 154.04	$ 33.16	$ -	$ 216.97	2.10%
4 CY	$ 9.24	$ 160.46	$ 44.99	$ -	$ 238.55	2.06%
6 CY	$ 10.39	$ 243.87	$ 66.30	$ -	$ 356.19	2.09%

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC

Commercial Solid Waste Drop Box Service
Proposed Rates in Dollars per Daily Pickup

Service Description	Per Day Drop Box Rental	Contractor Compensation Fee Component	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Daily Rate	Rate Change
Per Cubic Yard:						
10 YD	$ 5.00	$ 386.16	$ 92.28	$ 27.33	$ 567.52	2.56%
20 YD	$ 5.00	$ 413.96	$ 166.11	$ 54.65	$ 710.79	2.72%
25 YD	$ 5.00	$ 441.76	$ 205.08	$ 68.31	$ 800.16	2.77%
30 YD	$ 5.00	$ 441.76	$ 249.16	$ 81.98	$ 864.32	2.81%
40 YD	$ 5.00	$ 497.33	$ 332.20	$ 109.30	$ 1,048.70	2.86%

Maximum Commingled and Green Waste Recycling Fee

Service Description		Total Daily Rate	Rate Change
Per Cubic Yard:			
10 YD	50% of solid waste rate	$ 283.76	2.56%
20 YD		$ 355.40	2.72%
25 YD		$ 400.08	2.77%
30YD		$ 432.16	2.81%
40YD		$ 524.35	2.86%

Commercial Carpet Drop Box Service
Rates in Dollars per Daily Pickup

Service Description	Per Day Drop Box Rental	Contractor Compensation Fee Component (4)	Carpet Tip Fee Component	Tip Fee Food Waste Component	Total Daily Rate	Rate Change
Per Cubic Yard:						
20 YD	$ 5.00	$ 413.96	$ 173.91	$ -	$ 658.74	3.22%
25 YD	$ 5.00	$ 441.76	$ 214.49	$ -	$ 734.72	3.31%
30 YD	$ 5.00	$ 441.76	$ 260.86	$ -	$ 786.24	3.45%
40 YD	$ 5.00	$ 497.33	$ 347.82	$ -	$ 944.61	3.57%

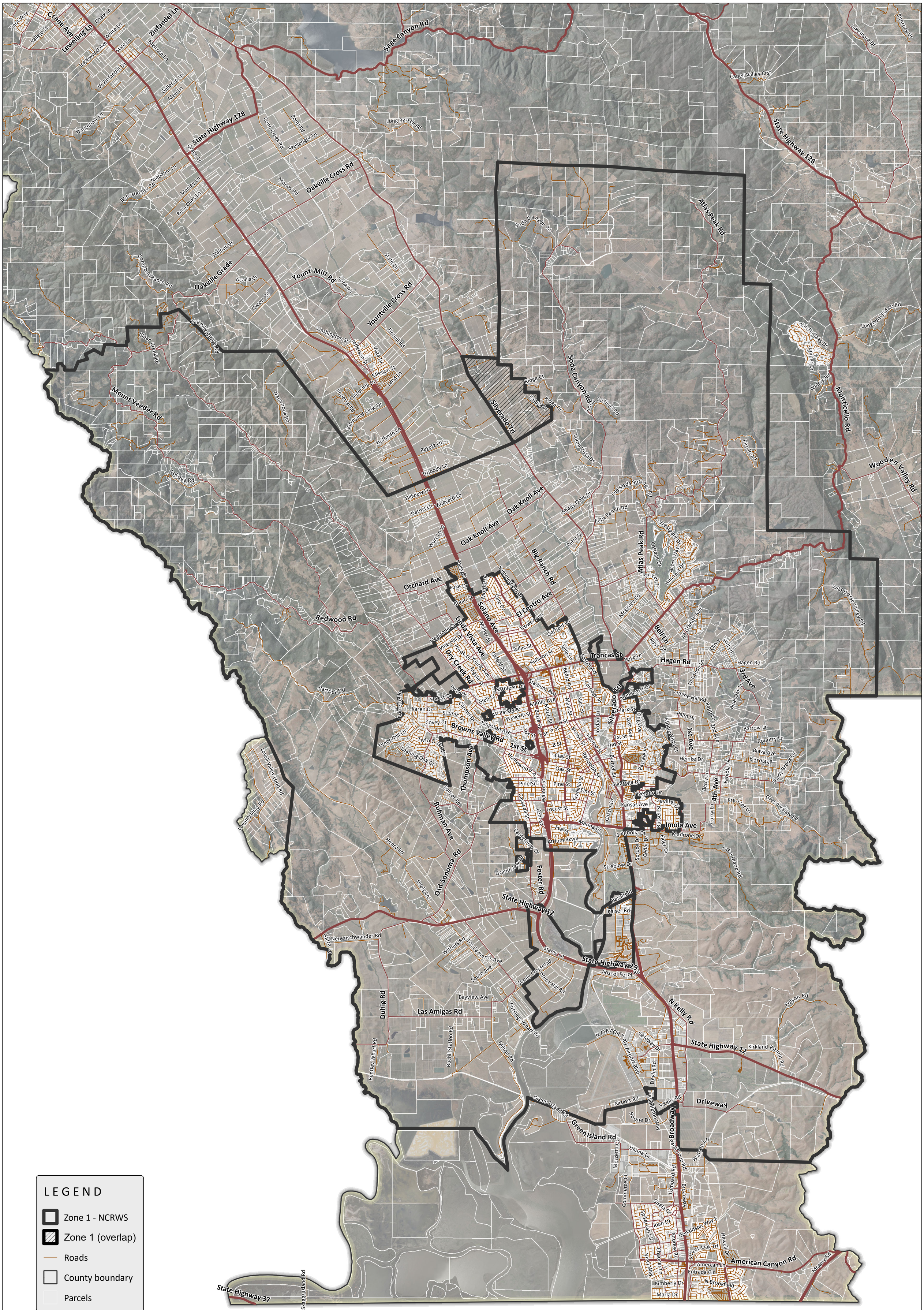
NAPA COUNTY RECYCLING & WASTE SERVICES, LLC
On-Call Services
Proposed Rates in Dollars per Container per Pickup

Service Description	Rental	Contractor Compensation Fee Component (2)	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Rate	Rate Change
Extra Pickup:						
Kitchen Bag	$ -	$ 7.91	$ 0.52	$ -	$ 9.36	2.31%
35 gallon cart	$ -	$ 23.65	$ 1.53	$ -	$ 27.98	2.31%
65 gallon cart	$ -	$ 33.37	$ 3.08	$ -	$ 40.49	2.29%
96 gallon cart	$ -	$ 41.67	$ 5.12	$ -	$ 51.99	2.26%
1 CY bin	$ -	$ 69.50	$ 15.37	$ -	$ 94.31	2.19%
1.5 CY bin	$ -	$ 69.50	$ 20.51	$ -	$ 100.01	2.15%
2 CY bin	$ -	$ 83.38	$ 25.63	$ -	$ 121.12	2.14%
3 CY bin	$ -	$ 111.18	$ 30.77	$ -	$ 157.71	2.16%
4 CY bin	$ -	$ 138.98	$ 41.01	$ -	$ 199.99	2.15%
6 CY bin	$ -	$ 194.53	$ 71.77	$ -	$ 295.89	2.11%
On-call bulky items pickup	$ -	$ 27.80	n/a	$ -	$ 30.89	2.37%
E-Waste bundled pickup	$ -	$ -	n/a	$ -	$ -	
Commercial Roundtrip Charge for On-Call Businesses:						
Up to 35 gallons	$ -	$ 27.80	n/a	$ -	$ 30.89	2.37%
Up to 6 cubic yards	$ -	$ 83.37	n/a	$ -	$ 92.63	2.37%
More than 6 cubic yards	$ -	$ 138.96	n/a	$ -	$ 154.40	2.37%

NAPA COUNTY RECYCLING & WASTE SERVICES, LLC

Special Services
Proposed Rates in Dollars per Container per Pickup

Service Description	Rental	Contractor Compensation Fee Component (2)	Solid Waste Tip Fee Component	Tip Fee Food Waste Component	Total Rate	Rate Change
Miscellaneous:						
Yard waste Service, extra toter over 4	$ -	$ 16.67	$ -	$ -	$ 18.52	2.37%
Clean or Exchange Bin	$ -	$ 166.73	$ -	$ -	$ 185.25	2.37%
Move Drop Box	$ -	$ 166.73	$ -	$ -	$ 185.25	2.37%
Heavy Waste Surcharge per cubic yard in excess of 400 pounds per yard	$ -	$ 16.67	$ 55.36	$ -	$ 80.04	1.62%
Contaminated Cart or Bin:						
Residential		$ 32.25			$ 35.83	2.37%
Commercial		$ 64.49			$ 71.66	2.37%
Rental Rates:						
Daily rental - roll off after 5 days	$ 10.00	$ -	$ -	$ -	$ 11.11	0.00%
Long Walk Charges (4):						
5 feet to 130 feet	$ -	$ 33.36	n/a	$ -	$ 37.06	2.37%
131 feet to 330 feet	$ -	$ 44.48	n/a	$ -	$ 49.42	2.37%
331 feet to 660 feet	$ -	$ 55.60	n/a	$ -	$ 61.77	2.37%
661 feet to 1056 feet	$ -	$ 66.69	n/a	$ -	$ 74.10	2.37%
1057 feet to 2000 feet	$ -	$ 83.37	n/a	$ -	$ 92.63	2.37%
over 2000 feet	$ -	$ 111.17	n/a	$ -	$ 123.52	2.37%
Other Charges:						
Backyard charge	$ -	$ 27.80	n/a	$ -	$ 30.89	2.37%
Key charges (5)	$ -	$ 27.80	n/a	$ -	$ 30.89	2.37%
Enclosure charges (6)	$ -	$ 13.90	n/a	$ -	$ 15.44	2.37%
Gate service charges (7)	$ -	$ 13.90	n/a	$ -	$ 15.44	2.37%
Maximum charge (8)	$ -	$ 13.90	n/a	$ -	$ 15.44	2.37%
Deposits (9):						
Residential	$ -	$ 277.90	n/a	$ -	$ 308.78	2.37%
Commercial	$ -	$ 1,389.46	n/a	$ -	$ 1,543.85	2.37%


Sage Canyon Rd
Crane Ave
Lewelling Ln
Zinfandel Ln
Chaix Ln
White Ln
Inglewood Ave
Stice Ln
Melrose Ln
W Zinfandel Ln
Galleron Ln
Mee Ln
Whitehall Ln
State Highway 128
Conn Creek Rd
Ponti Rd
Skellenger Ln
Long Ranch Rd
Niebaum Ln
Beerstecher Rd
Manley Ln
Bella Oaks Ln
Money Rd
Oakville Cross Rd
Walnut Dr
Campbell Ranch Rd
Oakville Grade
Acacia Dr
Dwyer Rd
Yount Mill Rd
Cook Rd
State Ln
Yountville Cross Rd
Washington St
Jefferson St
Finnell Rd
Vista Dr
Mission St
Land Ln
California Dr
Imperial Rd
Vineyard View Dr
Hoffman Ln
Ragatz Ln
Trubody Ln
Oakville Ridge Rd
Clear Creek Rd
Mount Veeder Rd
Napanook Rd
Lokoya Rd
Hillview Ln
Darms Ln
Vineyard Ln
Wurz Ln
Oak Knoll Ave
Orchard Ave
Daisy Dr
Luke Dr
Robin St
Solano Ave
Linda Vista Ave
Flagstone Dr
Vine Hill Dr
Pinot Ct
Young Ave
Walter St
Oxford St
Dry Creek Rd
Redwood Rd
Partrick Rd
Soda Canyon Rd
Ridge Ct
Capps Dr
Ridge Dr
Silverado Trl
Springs Rd
Loma Vista Dr
Shady Oaks Dr
Old Soda Springs Rd
Feliz Ranch Rd
Petra Dr
Big Ranch Rd
El Centro Ave
Trower Ave
Garfield Ln
Villa Ln
Rubicon St
Tallac St
Soscol Ave
Trancas St
Rose Dr
Hagen Rd
Lupine Hill Rd
Stonecrest Dr
Clark St
King Ave
Palm Dr
Monte Vista Ct
Heinke Dr
Barrow Ln
Country Ln
Biava Ave
E 3rd Ave
Shady Brook Ln
Fabiola Dr
Berry Ln
4th Ave
Curry Ln
Kreuzer Ln
Green Valley Rd
Seville Dr
Russell St
Kansas Ave
Gasser Dr
Saratoga Dr
Cayetano Dr
Pascale Pl
Burnell St
2nd St
1st St E
1st Ave
3rd Ave
Silverado Trl
Stanly Ln
Soscol Ferry Rd
State Highway 29
Napa Junction Rd
Imola Ave
Madrone Dr
Magnolia Dr
Spruce Dr
Cedar Dr
Elder Dr
Streblow Dr
Lake Marie Rd
Basalt Rd
Kaiser Rd
Atlas Peak Rd
Gotage Dr
Silver Trl
Hillcrest Dr
Acorn Way
Westgate Dr
Mcknley Rd
Bell Ln
Ross Cir
La Grande Ave
Olive
Hill Ln
La Loma Ln
Rapp Ln
Blue Oak Ln
Palm Dr
Heinke Dr
Fire Road
Lakeshore Dr
Rimrock Dr
Capell Valley Crst
Circle Oaks Dr
Juniper Dr
Waters Rd
Longhorn Ridge Rd
Monticello Rd
Wooden Valley Rd
Wild Horse Valley Rd
Atlas Peak Rd
Old Sonoma Rd
Foster Rd
Thompson Ave
Buhman Ave
Browns Valley Rd
1st St
Homewood Ave
Pine St
Oak St
Clay St
Randolph St
Franklin St
Elm St
Walnut St
Locust St
Caswell St
Kent St
Eva St
Marina Dr
Atrium Pkwy
Canterbury Dr
Grandview Dr
Henry Rd
Dealy Ln
Sunset Rd
Loval Valley Rd
Loval Valley Loop Rd
Timberhill Ln
Twin Oaks Dr
Leaning Oak Dr
Karen Dr
Covey Ct
Forest Dr
Lynd Dr
Glen Ct
Scenic Dr
Carmel Dr
Borreson Ln
Kathleen Dr
Stadium Ave
Menlo Ave
W Park Ave
Waverly St
Kingston Ave
Burness St
Main St
Alice St
Warren St
W St
F St
G St
B St
Lauterbach Ln
Carriage Dr
Beard Rd
Sonoma Hwy
Napa Valley Vine Trail
Bike Path
Hwy 221
Hwy 12
Hwy 37
Hwy 121
Hwy 116
Hwy 101
Hwy 80
Hwy 1
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Hwy 395
Hwy 50
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1385

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Juan Arias, Deputy Director of Public Works

SUBJECT: Measure U Master Agreement

RECOMMENDATION

Adopt a Resolution approving Measure U Master Agreement No. 260112B between the County of Napa and the Napa Valley Transportation Authority - Tax Agency. (Fiscal Impact: Approximately $10 million/year Revenue; Measure U Special Revenue Fund; Budgeted; Discretionary)

BACKGROUND

In November 2024, voters in Napa County approved the Napa Valley Transportation Improvement Act, known as Measure U, which authorizes the continuation of a one-half cent transactions and use (sales) tax to fund local and regional transportation improvements. Measure U replaces Measure T, the Napa Countywide Road Maintenance Act, which was approved by voters in 2012 and which sunset on June 30, 2025.

Measure U extends the sales tax for 30 years, beginning July 1, 2025, and provides a dedicated source of revenue to support the maintenance and rehabilitation of local streets and roads, investments in active transportation infrastructure, and contributions to regional highway improvements. The Measure also introduces updated requirements for performance, accountability, and program flexibility based on feedback from stakeholders and jurisdiction partners.

To ensure consistent administration of Measure U funds across jurisdictions, the Napa Valley Transportation Authority - Tax Agency (NVTA-TA) developed Master Agreement No. 260112B establishing the framework for fund disbursement, project eligibility, and compliance procedures.

On February 26, 2025, NVTA convened a working group meeting with Public Works Directors and Finance

staff from each jurisdiction to review and provide feedback on the draft agreement. Since then, NVTA has collected formal comments from each jurisdiction's legal counsel, finance department, and public works director, and incorporated updates based on that feedback.

The Master Agreement includes:

- A funding distribution formula based on audited sales tax generation that is dynamic and will be updated every five years;
- A Maintenance of Effort (MOE) requirement set at 20% of the prior year's eligible revenues;
- A 7% Equivalent Fund Commitment for active transportation improvements;
- A 5% Flex Fund allowance for additional transportation projects over the life of the measure;
- Project programming and reporting obligations, including biennial five-year project lists;
- Financial reporting, signage, and auditing provisions to ensure program transparency and voter accountability.

Execution of this agreement is required for each jurisdiction to begin receiving Measure U funds in FY 2025-26.

Requested Action:

Director of Public Works recommends adoption of a resolution approving the Measure U Master Agreement between the County of Napa and the Napa Valley Transportation Authority - Tax Agency (NVTA-TA) and execution of the Measure U Master Agreement by the Chair.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Measure U Special Revenue Fund (Formerly Measure T Special Revenue Fund)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Measure U approvals are required for the County to be eligible to receive Measure U funds.
Is the general fund affected?	No
Future fiscal impact:	Future year's revenue will be budgeted on an annual basis.
Consequences if not approved:	The County will not be eligible to receive Measure U funding.
Additional Information	Approval of the Master Agreement will enable Napa County to receive Measure U revenue on a quarterly basis. Funds must be deposited in a dedicated Special Revenue Fund and used solely for eligible transportation projects in accordance with the Expenditure Plan and agreement terms.

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.]

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE MASTER AGREEMENT WITH THE NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY FOR NAPA VALLEY TRANSPORTATION IMPROVEMENT ACT, ALSO KNOWN AS MEASURE U FUNDS

WHEREAS, on November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U, a continuation of Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure U Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority – Tax Agency (NVTA-TA) has been designated to administer and oversee the Measure U program and revenue disbursement; and

WHEREAS, Napa County is an eligible recipient of Measure U funds, to be used for eligible transportation projects consistent with the Measure U Expenditure Plan and the Master Agreement; and

WHEREAS, Napa County has entered into a Master Agreement, developed by NVTA-TA, to guide the implementation of Measure U funding, define roles and responsibilities, establish fund eligibility criteria, outline reporting requirements, and provide consistency among all participating jurisdictions; and

WHEREAS, approval of the Master Agreement is required for Napa County to receive Measure U revenues, effective July 1, 2025; and

WHEREAS, the Master Agreement sets forth procedures regarding project eligibility, Maintenance of Effort, Equivalent Fund contributions, 5% Flex Funds, financial reporting, and other responsibilities; and

WHEREAS, Measure U project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*)

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby adopts Measure U Master Agreement between Napa County and the Napa Valley Transportation Authority – Tax Agency.

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

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* Deputy County Counsel Date: July 18, 2025 PL No: 135050	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

MASTER AGREEMENT No. 260112B
OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY

AND THE CITIES OF
AMERICAN CANYON, CALISTOGA, NAPA, ST. HELENA,
THE TOWN OF YOUNTVILLE, THE COUNTY OF NAPA,
AND
THE NAPA VALLEY TRANSPORTATION AUTHORITY

NVTA-TA AGREEMENT NO. 2025-C01

CITY OF NAPA AGREEMENT NO. _____

COUNTY OF NAPA AGREEMENT NO. _____

CITY OF AMERICAN CANYON AGREEMENT NO. _____

CITY OF CALISTOGA AGREEMENT NO. _____

CITY OF ST. HELENA AGREEMENT NO. _____

TOWN OF YOUNTVILLE AGREEMENT NO. _____

NVTA AGREEMENT NO. _____

NVTA-TA Board of Directors Approval Date: July 16, 2025

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This Master Agreement ("Agreement") commencing on **1st** day of **July, 2025**, by and between the Napa Valley Transportation Authority – Tax Agency, a local transportation agency authorized by the provisions of Division 19 of the California Public Utilities Code, hereinafter referred to as ("NVTA-TA"), and Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, the County of Napa (the "County") and the Napa Valley Transportation Authority ("NVTA"), each individually an "Agency" and hereinafter collectively referred to as ("Jurisdictions"), to guide the distribution of revenues generated by the Napa Valley Transportation Improvement Act, commonly known as Measure U. NVTA-TA and Jurisdictions are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the voters of Napa County approved the Napa Valley Transportation Improvement Act (herein referred to as Measure U) at the General Election held on November 5, 2024; and

WHEREAS, Ordinance No. 2024-01, attached hereto as EXHIBIT A (Measure U), does hereby replace Ordinance No. 2012-01, Napa Countywide Road Maintenance Act (Measure T) effective July 1, 2025; and

WHEREAS, the sales tax proceeds generated as of July 1, 2025 will be used to pay for the projects eligible under Measure U, submitted by and allocated to the Jurisdictions, as set forth in Measure U and as approved by the Jurisdictions' governing boards and by NVTA-TA; and

WHEREAS, the NVTA-TA Board of Directors approved this Agreement on July 16, 2025.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein, the Parties agree as follows:

1. PURPOSE.
This Agreement is entered between NVTA-TA and Jurisdictions to document the funding conditions necessary for the Jurisdictions to receive Measure U sales tax disbursements.

2. TERM.
Thirty (30) years from the commencement date of July 1, 2025, unless amended.

3. ANNUAL AND NET RECEIPTS.
Proceeds available for the Local Streets and Roads Maintenance Program under the Expenditure Plan (herein referred to as "Local Streets and Roads Maintenance") shall be allocated in accordance with Ordinance No. 2024-01 and any amendments made to Measure U. Net Receipts Available for Agency Distribution (as hereinafter defined), plus interest earned on unobligated balances, shall be apportioned to the Jurisdictions' transportation improvement account on a quarterly basis in accordance with Ordinance No. 2024-01 and any amendments made to Measure U.

4. FINANCING.

"Pay-as-you-go" financing is the primary method used unless an Agency, with NVTA-TA's concurrence, determines and approves in advance that bond financing is a more appropriate alternative for the delivery of such Agency's own projects. The issuance of Agency Bonds (as hereinafter defined) may be subject to an Agency satisfying certain debt service coverage ratios that will be determined by the NVTA-TA Board prior to the issuance of the applicable Agency Bonds.

5. COST OF DEBT SERVICE ON BONDS.

In accordance with Measure U, the cost of debt issuance, debt service, and other costs relating to bonds or other evidence of indebtedness issued or incurred by NVTA-TA on behalf of an Agency for the purpose of financing such Agency's projects (the "Agency Bonds") will be borne by the individual Agency from Net Receipts Available for Agency Distribution otherwise apportioned to such Agency pursuant to Section 3 above. In addition, debt service on bonds or other evidence of indebtedness issued or incurred by NVTA-TA for purposes of financing Regional Transportation Enhancement Program projects (the "RTEP Bonds" and, collectively with the Agency Bonds, the "Bonds") will be deducted from Net Receipts (as hereinafter defined) in the manner described in Section 8 of this Agreement. Any Bonds or other financing instruments issued by NVTA-TA shall have priority in both lien and payment to the other applications of Net Receipts, as set forth in Section 12 of this Agreement.

6. PROJECT FUNDING SOURCES (7% Equivalent Funds).

Parties collectively must demonstrate that at least seven percent (7%) of the dollar amount of the allocations each year for the Local Streets and Roads Maintenance Program have been committed to the project development, construction, and maintenance of Class I and/or Class IV active transportation infrastructure project(s) identified in the adopted Countywide Active Transportation Plan (CTP), including any amendments thereof. NVTA will maintain and annually update a database of each jurisdiction's, including NVTA's, contributions towards the 7% Equivalent funds and calculate the collective commitment of funds.

Up to twenty percent (20%) of the requirement may be met by routine maintenance expenditures.

The base year for calculating the seven percent (7%) equivalent funds will be determined using the most recent audited year of Measure T revenues, FY2023-24 for each jurisdiction to calculate the Measure U 7% Equivalent Funds as seen in Table 1. Equivalent calculations for Measure U are based on the total proceeds received by each jurisdiction, less administrative costs, the Regional Transportation Enhancement Program, debt service, and other mandatory costs.

Funding for Class I and/or Class IV projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count toward the seven percent (7%).

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Table 1. Sales Tax Receipts

					---->>> MEASURE U		
Fiscal Year Ending June 30,	2022	2023	2024	2025	2026	2027	2028
Forecast Year	-3	-2	-1	0	1	2	3
Actual, Budget or Forecast	Actual	Actual	Actual	Projection	Projection	Projection	Projection
Sales Tax Receipts & Interest Earnings	24,824,105	25,551,011	25,237,575	25,200,000	25,830,900	26,476,600	27,138,700
Admin Costs - Sales Tax Program	0	0	0	0	(516,600)	(529,500)	(542,800)
NVTA-TA RTEP (Years 1-5)	-	-	-	-	(1,200,000)	(1,200,000)	(1,200,000)
Net Revenues For Distribution to Juridictions (Before Debt Service)	24,824,105	25,551,011	25,237,575	25,200,000	24,114,300	24,747,100	25,395,900
				Measure T	Measure U -->		
Actuals/Forecast	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
City of Napa	9,987,077	10,280,245	10,152,878	10,173,200	9,718,100	9,973,100	10,234,500
County of Napa	9,811,902	10,096,986	9,967,254	9,966,800	9,286,400	9,530,100	9,780,000
American Canyon	1,905,632	1,961,376	1,936,684	1,920,400	1,962,900	2,014,400	2,067,200
St. Helena	1,460,410	1,502,872	1,483,953	1,475,800	1,579,500	1,620,900	1,663,400
Calistoga	668,273	687,914	679,540	666,400	722,600	741,500	761,000
Yountville	668,273	687,914	679,540	666,400	844,000	866,100	888,900
NVTA Admin	248,631	257,879	257,685	252,000	516,600	529,500	542,700
NVTA RTEP	-	-	-	-	1,200,000	1,200,000	1,200,000
ITOC	73,907	75,825	80,041	79,000	-	-	-
	$ 24,824,105	$ 25,551,011	$ 25,237,575	$ 25,200,000	$ 25,830,100	$ 26,475,600	$ 27,137,700
Equivalent Calculation				Total Proceeds	$ 25,830,900	$ 26,476,600	$ 27,138,700
Net Revenues For Distribution to Juridictions				Net Proceeds	**$ 24,114,300**	**$ 24,747,100**	**$ 25,395,900**
TOTAL	13,513,046	3,723,903	3,548,444	0	$ 1,758,935	$ 1,767,540	$ 1,735,786
Accumluated Balance			11,820,008	11,820,008	10,061,073	8,293,533	6,557,747

7. PRIVATE SECTOR FUNDING.

Revenues provided from Measure U, shall not be used to replace private developer funding that has been or will be committed for any project to help alleviate the direct traffic impacts of any new or redeveloped residential, commercial, or industrial development in Napa County or its cities/towns.

8. EXPENDITURE PLAN SUMMARY.

Improvements identified on the Expenditure Plan as "projects" and "programs" as prescribed in Measure U, shall be funded by one-half of one percent (1/2%) transactions and use tax under Measure U.

The Net Receipts available for distribution to each Agency for the Local Streets and Roads Maintenance Program must be used for maintenance, reconstruction or rehabilitation of local streets, roads, and infrastructure within the public right-of-way. Up to five percent (5%) (herein referred to as "5% Flex Funds") of allocations distributed to each Agency may be used on other transportation projects including roadway capacity projects. The 5% Flex Funds is over the life of the Ordinance No. 2024-01 and will include all debt issuance costs associated with projects funded with the 5% Flex Funds.

The amount transmitted from the California Department of Tax and Fee Administration ("CDTFA") to the NVTA-TA will consist of the Measure U sales tax receipts collected by CDTFA, less any deduction for CDTFA's services in connection with the Measure U sales tax ("Net Receipts").

Net Receipts remaining following the deduction of (i) debt service payments on any RTEP Bonds and any other costs related to the RTEP Bonds, (ii) all administrative costs, including an allocation of no more than two percent (2.0%) of Net Receipts for NVTA administrative costs, and (iii) the RTEP Set-Aside amounts (the Net Receipts following such deductions are referred to herein as the "Net Receipts Available for Agency Distribution") shall be allocated to the Jurisdictions as follows: (A) the Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville will be allocated a percentage distribution based on the proportionate sales tax generation in each respective Agency, calculated using the average of the three most recent audited years of sales tax generations per Ordinance No. 2024-01 and (B) the County will be allocated an amount based on fifty percent (50%) sales tax generation within the unincorporated County calculate using the average of the three most recent audited years of sales tax generations and fifty percent (50%) proportionate lane miles in the unincorporated County.

An Agency will receive no less than three percent (3%) of the Local Streets and Roads Maintenance revenues. Once the percentage distributions are calculated, an adjustment will be applied to normalize the total annual program to one hundred percent (100%) of the revenues available for distribution to the Jurisdictions.

Local Street and Road Example Formula

Table 2. LSR Example Formula

Column Number	A	B	C	D	E	F	G
Jurisdiction	Return to Source Amount		Lane Miles		Sub-total	Final Distribution	**3% Floor**
	Value (in 1,000s)	%	Value	%	County = (B+D)/2; Cities=B	Normalize to 100%	
American Canyon	$ 3,261	8.9%	112.8	7.5%	8.9%	8.0%	**8.0%**
City of Napa	$ 16,493	45.0%	467.6	31.0%	45.0%	40.3%	**40.2%**
Yountville	$ 1,401	3.8%	16.6	1.1%	3.8%	3.4%	**3.4%**
St. Helena	$ 2,703	7.4%	51.5	3.4%	7.4%	6.6%	**6.6%**
County of Napa	$ 11,665	31.8%	828.7	55.0%	43.4%	38.9%	**38.8%**
Calistoga	$ 1,131	3.1%	30.6	2.0%	3.1%	2.8%	**3.0%**
Total	$ 36,654	100.0%	1,507.8	100.0%	111.6%	100.0%	**100.0%**

The above Local Streets and Road Formula is an illustrative example of the formula calculation and is subject to change upon the five-year update. See EXHIBIT F for FY26-FY30 Formula.

Total Sales Tax Data is derived from NVTA's consultant reports of the total sales tax generations in a quarter. The total sales tax is also known as the 1% Bradley Burns local sales and use tax. Transactional or other local taxes are not used in the formula calculations. The NVTA-TA will use the total sales taxes for FY 2024, FY 2023, and FY 2022 for the FY 2026-30 LSR Example percentage calculation.

Net Receipts Available for Agency Distribution shall be deposited in a special fund (the "Special Revenue Fund"), used solely for the identified improvements as prescribed in Measure U, and made available to the Jurisdictions responsible for the improvements in the Expenditure Plan.

9. EXPENDITURE PLAN PROCEDURES.

Beginning on July 1, 2025, then biennially thereafter from July 1, 2027, each Agency shall develop and submit to NVTA-TA a five-year list of projects to be funded with revenues made available for the Local Streets and Roads Maintenance Program and other transportation projects funded by 5% Flex Funds, in accordance with Measure U (each, an "Agency Expenditure Plan").

Each Agency shall conduct a public meeting and adopt a resolution substantially in the form of the resolution included as EXHIBIT C: Project List Adoption Resolution Template, in support of the proposed list of projects before submitting the project list to NVTA-TA. Jurisdictions must also identify in the five-year project list, those projects that require funds to be advanced through bonding, borrowing and/or funding exchange.

Prior to NVTA-TA approval, the Independent Taxpayer Oversight Committee (ITOC) shall consider each Agency's biennial five-year list of projects (EXHIBIT B) and make a finding that such projects are consistent with the intent of Measure U and make a recommendation on which of the items on those project lists should be approved to NVTA-TA. An Agency Expenditure Plan may be amended by an Agency by conducting a public meeting and adopting a revised resolution with the amended Agency Expenditure Plan.

Parties will be encouraged to purchase goods and services for the project(s) from Contractors/Consultants/Suppliers based in Napa County, unless restricted by regulations guiding other funding sources included in the project funding. Parties must also fully consider the needs of non-motorized travelers, including pedestrians, bicyclists, and persons with disabilities, in all planning, maintenance, construction, operations, and project development activities and products. Projects funded in full or in part with NVTA-TA revenues shall endeavor to not remove or reduce existing facilities for bicycling or pedestrians.

10. MAINTENANCE OF EFFORT.

To meet the Maintenance of Effort (MOE) requirement prescribed in Measure U, each Agency will expend, at a minimum, twenty percent (20%) of the Agency's most recent audited year local streets and roads sales tax revenue in local general fund revenues.

In each subsequent year after the initial year, the Agency must allocate 20% of its most recent audited fiscal year's receipts, not to increase by more than two percent (2%) of the prior year's MOE amount. The initial year of the MOE calculation is based on Measure T proceeds to the jurisdictions in the year ended June 30, 2024.

The 20% MOE calculation will be based on the most recent audited fiscal year available at the time of annual certification deadline by May 15th. This calculation accounts for deductions made before Net Receipts are allocated to the Jurisdictions, including NVTA's administrative allocation of up to 2% of Net Receipts, the $1.2 million per year for the first five years of the Regional Transportation Enhancement Program ($6 million total), and RTEP Bond related costs and debt service payments for up to $50 million aggregate principal amount of RTEP Bonds issued to deliver the Regional Transportation Enhancement Program.

Any Agency that does not meet its local MOE requirement for a five-year average period shall have its funding for the next year reduced by the amount the Agency did not meet its required average MOE level for the five years prior. Any funds not allocated due to the failure to meet the MOE requirement shall be reserved for the Agency until all MOE expenditures are fulfilled.

11. COOPERATIVE FUNDING EXCHANGE AGREEMENTS.

To maximize the effectiveness of the proceeds provided from Ordinance No. 2024-01, NVTA-TA and/or Agency may loan proceeds received, allocated or granted to any public agency party to this agreement provided that the percentage of proceeds allocated as provided is maintained over the duration of the Ordinance. Any exchange or loan agreement must include detailed repayment provisions, including appropriate interest earnings based upon the current treasury rate of interest. All loans and/or exchanges must be approved by NVTA-TA by a majority vote and shall be consistent with all rules approved by NVTA-TA relating thereto.

12. ALLOCATION & DISBURSEMENT OF MEASURE U RECEIPTS.

In accordance with Measure U, the Net Receipts received from the CDTFA will be disbursed in the following order:

1. Bonds: In the event that any Bonds are issued by NVTA-TA and for so long as any Bonds remain outstanding, costs related to the Bonds shall be paid and debt service on the Bonds shall be paid or set-aside at the times and in the amounts set forth in the indenture or other document pursuant to which such Bonds were issued or incurred or as set forth in any document relating to the Bonds, including any credit or liquidity facility documents.

    A. RTEP Bonds: As set forth in Section 8 of this Agreement, debt service on any RTEP Bonds and any costs related to the RTEP Bonds shall be deducted from Net Receipts for purposes of determining Net Receipts available for Agency distribution. The debt service payment schedule for RTEP Bonds will be determined prior to the time of issuance.

    B. Agency Bonds: In the event that an Agency causes NVTA-TA to issue Agency Bonds for the purpose of financing such Agency's projects, payments for costs associated with such Agency Bonds, other costs of financing and debt service on such Agency Bonds shall be deducted from the applicable Agency's annual Local Streets and Road Maintenance Allocation and such debt service costs will not be deducted from Net Receipts for purposes of determining the total amount of Net Receipts Available for Agency Distribution. The distribution of the Local Streets and Roads Allocation set forth in 4 below to an Agency that has any outstanding Agency Bonds will be net of the costs relating to such Agency Bonds and actual debt service paid or set-aside in accordance with the indenture or other documents relating to such Agency Bonds. The debt service payment schedule with respect to an issue of Agency Bonds will be determined prior to the time of issuance and must comply with the covenants and requirements within the indenture or other bond documents.

2. NVTA Administration: A deduction of two percent (2%) of Net Receipts will be withheld for administration purposes.

3. Regional Transportation Enhancement Program (RTEP Set-Aside)- Year 1 (FY2026) to Year 5 (FY2030): A deduction of $1,200,000 per year distributed in monthly installments for the five fiscal years beginning in Fiscal Year 2025-26 and ending in Fiscal Year 2029-30 for a total amount of $6,000,000.

4. Local Streets and Roads Maintenance Allocation: Following the disbursements outlined above, the remaining Net Receipts Available for Agency Distribution will be allocated—though not immediately distributed—to each Agency according to the current Local Streets and Roads funding formula, which is updated every five years. Distribution of funds will occur after debt service on the Agency Bonds has been paid or set-aside in accordance with the indenture or document pursuant to which such Agency Bonds were issued.

No other allocation shall occur.

The County Auditor-Controller (or bond trustee, if applicable) will receive Net Receipts from CDTFA on a monthly basis or as determined by CDTFA methodology for the distribution of receipts. The NVTA-TA will allocate the funds based on the current Measure U disbursement methodology stated in this Section and provide the County Auditor-Controller with a claim specifying the disbursement amounts for each jurisdiction. Jurisdictions will receive a quarterly letter indicating the full allocation of the Net Receipts available for Agency distribution and the amount of proceeds that each Agency will receive; net of any portion of an Agency's allocation of Net Receipts available for Agency distribution withheld for debt service and/or other mandatory fees relating to any Agency Bonds issued on behalf of such Agency.

Funds will be allocated to the Jurisdictions, as directed by NVTA-TA, on a calendar quarterly basis. Disbursements, including any accrued interest, will be made in a timely manner, but no later than the end of the following quarter. Each agency must deposit its Measure U revenues into a separate, interest-bearing Special Revenue Fund.

NVTA will provide the jurisdictions a five-year funding projection annually prior to the commencement of the new fiscal year.

In the event that any Bonds are issued, NVTA-TA may enter into an agreement with the CDTFA to provide for the direct transmittal of Net Receipts to the bond trustee for the Bonds. The bond trustee for any Agency Bonds or RTEP Bonds shall be the same institution.

13. ALLOCATION & DISBURSEMENT OF MEASURE T RECEIPTS.

Sales tax remittances from the CDTFA for the tax reporting period ending June 30, 2025, along with any interest earned for monies kept in the Treasury through June 30, 2025, will be allocated in accordance with the Measure T agreement. Subsequent collections and interest earnings beginning with sales tax remittances from CDTFA for tax periods starting July 1, 2025, will be allocated in accordance with this Agreement.

14. REGIONAL TRANSPORTATION ENHANCEMENT PROGRAM.

Regional funds may be used on any of the Regional Transportation Enhancement Programs and/or projects and may not exceed $56 million, excluding Low-Income Transit Subsidies, which will be paid for out of NVTA-TA's administrative allocation.

Project Name	**Amount**
SR 29/SR 12 – Intersection Improvements at SR 29 and Jameson Canyon/Airport Road and SR 12/Kelly Road	Costs for capital projects funded by the Napa Valley Transportation Improvement Act may not exceed $56 million.
SR 29-American Canyon – Operational Improvements on SR 29 between Napa Junction and American Canyon Road	
SR 29-SR 12/121 – Intersection Improvements at SR 29/Carneros Highway	
Highway Operations and Emergency Evacuation– may include highway system adaptive messaging signs and Vine Transit emergency evacuation operations, or other transportation projects related to emergency evacuation routes.	
Low Income Transit Subsidies	
Fares for Veterans, Persons with Disabilities, Seniors, and Students	Estimated annual cost of $10,000 and funded from NVTA-TA's 2% administrative allocation or other NVTA-TA revenues not derived from Measure U.

The distribution of funding for the Local Streets and Roads Maintenance Program percentage for FY26 to FY30 is based on Transaction and Use Tax for Fiscal Years 2021-22 (FY22), 2022-23 (FY23), and 2023-24 (FY24).

Project	Percentage Distribution
American Canyon	8.14%
Calistoga	3.00%
City of Napa	40.30%
Napa County	38.51%
St. Helena	6.55%
Yountville	3.50%
Total	100.0%

15. COST ELIGIBILITY.

Cost eligibility shall be determined by NVTA-TA based upon Jurisdictions' approved five-year project list. Funds may be expended only for streets and roads project(s) and 5% Flex Fund projects included on the Jurisdictions' approved five-year project list. Flex Fund projects must be included in an Agency's approved five-year project list and approved by the NVTA-TA Board to be eligible.

16. BUDGET AND SCOPE.
Jurisdictions shall maintain a project(s) or program budget. Jurisdictions shall carry out the project(s) and shall incur obligations against and make disbursements of Measure U sales tax receipts in conformity with the requirements of this Agreement and the budget.

17. PROJECT MANAGEMENT.
Jurisdictions shall be responsible for the project(s) and provide for the management of consultant and contractor activities for which Jurisdictions' contracts, including responsibility for schedule, scope, and budget.

18. PROJECT OVERSIGHT.
Jurisdictions shall cooperate with NVTA-TA staff or its consultants for project information and financial information necessary to fulfill the requirements outlined in Measure U.

19. ATTRIBUTION AND SIGNAGE.
If any portion of Measure U sales tax revenues is used for production of reports, acknowledgment of the NVTA-TA's role shall be included in the documents. If any project(s) funding receives $250,000 or more, Jurisdictions shall, upon initiation of field work or at the earliest feasible time, thereafter, install and maintain a sign or signs at the construction site, utilizing the adopted Measure U logo and text, identifying the Jurisdictions and NVTA-TA.

Jurisdictions shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of future Measure U allocations. Jurisdictions are encouraged, but not required to provide signage for projects with a value of less than $250,000.

20. COMPLIANCE WITH LAW.
In the performance of its obligations pursuant to this Agreement, Jurisdictions shall keep fully informed of the Federal, State, and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

21. ENVIRONMENTAL COMPLIANCE.
Jurisdictions shall comply with the requirements under the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*; as implemented through California Code of Regulations Title 14, Chapter 3, Sections 15000 *et seq*.). Prior to commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

22. FINANCES.
All costs charged to the project(s) shall be supported by properly prepared and documented time records, invoices, vouchers, or other documentation evidencing in detail the nature and propriety of the charges.

Jurisdictions shall provide a system generated general ledger, trial balance report and other detailed expenditure listing for the Special Revenue Fund. The reporting period for the trial balances will be September 30, December 31, March 31, and June 30. The Jurisdictions will provide the Trial Balances upon the quarterly close, or 30 days thereafter, whichever comes first.

23. RECORDS.
All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project(s) shall be maintained by the Jurisdictions for a period of five (5) years after project(s) closeout or termination of this Agreement. Such project(s) documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project(s).

24. ELIGIBLE EXPENSES.
Jurisdictions shall expend funds only on eligible direct expenses as follows: operating costs, direct staff time (salary and benefits), material costs related to construction of improvements, consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of Measure U and of the Public Utilities Code Section 180000 et seq.

If during an audit or a semi-annual expenditure review it is determined that an ineligible expense(s) was made, the Jurisdictions will be required to transfer the amount of ineligible expense into the Special Revenue Fund from any source other than Measure U Funds.

NVTA-TA shall provide notice to Jurisdictions of any audit determination if any expenditure made by Jurisdiction(s) is found not to comply with this Agreement, the Expenditure Plan or Measure U promptly after NVTA-TA becomes aware of any such finding.

25. AUDITS AND REVIEWS
Jurisdictions shall cooperate with and allow NVTA-TA's financial auditor, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other financial or operational data and records regarding the Measure U projects, and to audit the books, records, and accounts of the Jurisdictions and its contractors for financial or operational compliance, if requested. Jurisdictions are subject to Accounting, Reporting and Auditing Guidelines (EXHIBIT G).

NVTA-TA reserves the right to request an informal review or formal financial, compliance, project or performance audit of other third-party contracts for any reason related to Measure U, the MOE methodology and calculation, or Equivalent Funds provisions. Copies of reviews or audits performed in fulfillment of such requirements will be provided from the NVTA-TA to the jurisdiction.

26. PROJECT REPORTING AND CLOSEOUT PROCEDURES.
Jurisdictions shall provide to NVTA-TA a Semi-Annual Update on Expenditures as outlined in Accounting, Reporting and Auditing Guidelines (EXHIBIT G).

27. INDEMNIFICATION.
To the fullest extent permitted by law, NVTA-TA and Jurisdictions shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement.

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

28. INTEGRATION.
This Agreement represents the entire agreement of the Parties with respect to the subject matter thereof. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

29. AMENDMENT.
Except as otherwise provided herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

30. INDEPENDENT AGENCY.
Agency performs the terms and conditions of this Agreement as an entity independent of NVTA-TA. None of Jurisdictions' agents or employees shall be agents or employees of NVTA-TA. No third parties have any rights or remedies under this Agreement.

31. ASSIGNMENT.
The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

32. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES.
This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of NVTA-TA or Jurisdictions, as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

33. LEGAL EXPENSES.
Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this Agreement and the transactions hereby contemplated. Jurisdictions may not use Measure U funds, or other NVTA-TA or NVTA programmed funds, for the aforementioned purpose.

34. SEVERABILITY.
Should any part of this Agreement be declared unconstitutional, invalid, or beyond NVTA-TA of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

35. ACCEPTANCE OF ALLOCATION.
Each Agency does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this Agreement are true and correct and does hereby accept NVTA-TA's allocations and agrees to all the terms and conditions of this Agreement. The Parties have executed this Agreement as of the date first written above, and it shall remain in effect until such time as no Measure U revenues remain available for expenditure, or until this Agreement is rescinded in accordance with this Agreement. For any disputes or difference in interpretation, the Ordinance shall supersede this Agreement and/or the Process and Procedures Manual.

36. FEDERAL AVIATION ADMINISTRATION REVENUE POLICY.
The Parties agree that Measure U sales tax collected on the sale of jet fuel at the Napa County Airport must be expended in compliance with Federal Aviation Administration's (FAA) Revenue Use Policy. The Parties responsibilities related to said compliance are set forth below:

The County's responsibilities:

- Allocate a portion of the Measure U funds as those funds are received by the County in an amount at least equivalent to the Measure U sales tax revenue on jet fuel at the Napa County Airport towards rehabilitation and maintenance of public roads that will meet the requirements of the FAA's Revenue Use Policy and Measure U.
- Report to NVTA-TA Measure U sales tax revenues generated on the sale of jet fuel at the Napa County Airport.

NVTA-TA's responsibilities:

- Submit reports to FAA when expressly requested by FAA in coordination with the NVTA Auditor on the use of Measure U funds in compliance with the FAA's Revenue Use Policy.

37. COMPLIANCE WITH TAX LAW REPORTING REQUIREMENTS

The Jurisdiction agrees to comply with all applicable state and federal tax laws, regulations, and reporting requirements, including but not limited to the timely filing of required tax forms, information returns, and disclosures. This includes compliance with Internal Revenue Service (IRS) reporting obligations, state tax reporting and disclosure requirements, federal tax reporting and disclosure requirements, and any other applicable governmental tax reporting standards. The Jurisdiction shall maintain accurate records and provide any documentation necessary to demonstrate such compliance upon request by the NVTA-TA. An Agency shall trace the proceeds and interest earnings on any Agency Bond proceeds received by it and comply with all tax covenants required by NVTA-TA or the Agency to ensure the interest on any tax-exempt bonds is excluded from gross income for federal and state income tax purposes.

38. EXHIBITS.

The following Exhibits are hereby referenced to provide guidance to the jurisdictions and Measure U Program Manual:

EXHIBIT A - Measure U Ordinance and Expenditure Plan

EXHIBIT B - Five-Year Project List Template

EXHIBIT C - Project List Adoption Resolution Template

EXHIBIT D - Progress Report Template

EXHIBIT E – Maintenance of Effort Certification Resolution Template

EXHIBIT F – Local Streets and Roads Funding Formula for FY26-FY30

EXHIBIT G – Accounting, Reporting, and Auditing Guidelines

EXHIBIT H – Equivalent Funds Certification Resolution Template

[This section left intentionally blank]

39. SIGNATURE PAGE- COUNTY OF NAPA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

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

ATTEST:

By: _____ Date: _____
Name: _____County Clerk

APPROVED:

By: Ryan FitzGerald _____ Date: July 18, 2025
Name: Ryan FitzGerald, Deputy Napa County Counsel PL No. 135049

40. SIGNATURE PAGE- CITY OF NAPA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____City Clerk

APPROVED:

By: _____ Date: _____
Name: _____, Legal Counsel

41. SIGNATURE PAGE- CITY OF ST. HELENA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____ Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____City Clerk

APPROVED:

By: _____ Date: _____
Name: Ethan Walsh, Legal Counsel

42. SIGNATURE PAGE- CITY OF AMERICAN CANYON

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____City Clerk

APPROVED:

By: _____ Date: _____
Name: David Schwarz, Legal Counsel

43. SIGNATURE PAGE- TOWN OF YOUNTVILLE

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____Mayor or Town Manager

ATTEST:

By: _____ Date: _____
Name: _____Town Clerk

APPROVED:

By: _____ Date: _____
Name: _____, Legal Counsel

44. SIGNATURE PAGE- CITY OF CALISTOGA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

CITY OF CALISTOGA

By: _____ Date: _____
Name: Laura Snideman, City Manager

ATTEST:

By: _____ Date: _____
Name: Yudiana Galvan, City Clerk

APPROVED:

By: _____ Date: _____
Name: Michelle M. Kenyon, Legal Counsel

45. SIGNATURE PAGE- Napa Valley Transportation Authority

Napa Valley Transportation Authority- Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Osman Mufti, NVTA-TA General Counsel

Napa Valley Transportation Authority (NVTA)

By: _____ Date: _____
Name: Danielle Schmitz, NVTA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA General Counsel

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1424

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Approval of Agreement No. 250450B with Amizetta Winery and Agreement No. 250451B with Quarry Vineyards, LP, authorize contract change orders to construction contract 250460B with Team Ghilotti, Inc., and a budget amendment for the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06**.**

RECOMMENDATION

Approve and authorize Agreement No. 250450B with Amizetta Winery and Agreement No. 250451B with Quarry Vineyards, LP; authorize contract change orders to construction contract 250460B with Team Ghilotti, Inc.; and approve a Budget Amendment for the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06. (Fiscal Impact $2,661,434 Expense; Measure U Non-Operating Special Revenue Fund, Capital Improvement Projects Fund, and Winery Contributions; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On April 22, 2025, the Board of Supervisors (BOS) authorized creation of the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06 and a budget amendment of $50,000 to fund the design of the project.

The roads included in the project are as follows:
Bale Lane (0.70 miles) - All
Big Ranch Road (0.7 miles) - Oak Knoll Ave (east) to End
Lodi Lane (0.53 miles) - All
Silverado Trail (2.4 miles) - Zinfandel Lane to 6,000 feet south of the Caltrans SR 128 Right of Way
West Zinfandel Lane (0.56 miles) - All
Total miles: 4.9 miles

On May 6, 2025, the Board of Supervisors 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.

On June 24, 2025 The Board of Supervisors awarded the contract to the lowest responsive bidder, Team

Ghilotti, Inc., of Petaluma, CA, for their base bid of $4,397,141.

Amizetta Winery (also known as William Harrison Winery), who owns property adjacent to Silverado Trail located at 1443 Silverado Trail S, St Helena, CA 94574, and Quarry Vineyards, LP, who owns a property adjacent to Silverado Trail at 1450 Silverado Trail S, Rutherford, CA 94573 (known as The Terraces Winery), both agreed to contribute toward installing a Left Turn Lane (LTL) and driveway entrance improvements on Silverado Trail in addition to the resurfacing project. Both wineries have provided plans provided by RSA+ and Summit Engineering at owner's expense to be incorporated into the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06 Plans. With Amizetta Winery and Quarry Vineyards, LP's contribution, the County is willing and able to proceed with adding the construction of LTL and driveway entrance improvements into this project. These improvements were bid as additive alternate #1 with the project, however the agreements could not be put into place in time for the June 24, 2025 contract award primarily because Amizetta was in the process of buying William Harison Winery and the sale didn't close until recently. Team Ghilotti was the low bidder for the left turn lane widening, additive alternate #1, work at $997,210.

The continuous left turn lane attributed to each winery is entirely funded by those private parties. The County's project to pave this section of the Trail was already scheduled for this year, so the timing of this cooperative project was perfect. This also benefits the public as the finished product will have a greater service life (rather than the widening project cutting into our new pavement) and will minimize traffic and construction timelines as one joint project.

Staff also requested a quote from Team Ghilotti to extend the Silverado Trail project limit from 6,000 feet south of the Caltrans SR 128 another 1.2 miles to the intersection of Skellenger Lane. This segment is in poor shape and matches the highest daily traffic of any segment on Silverado Trail. The additional segment was intended to be bid with the original project, but funding was unavailable. Since then, bids came in lower than anticipated on the East County Paving project freeing up $900,000 of paving money from that project, along with an available $745,000 of unused funds from the closeout of the 2024 South County Paving project. Team Ghilotti agreed to provide a quote matching their low bid quantities on Silverado Trail for the requested additional length. The construction cost to add this segment is $1,314,224.

Staff is requesting authorization for the Director of Public Works to sign contract change orders to the contract with Team Ghilotti for a maximum not to exceed amount of $3,410,719. The requested change order limit covers the Left Turn Lane Widening ($997,210) in partnership with Amizetta and Terraces winery, adding an additional 1.2 miles of Silverado trail ($1,314,224), and a standard 15% contingency for any unforeseen conditions during construction ($1,099,285).

Pursuant to Public Contract Code 20136, the Board can authorize change orders (1) via authority delegated to the Director of Public Works pursuant to Public Contract Code 20142, (2) by terms set forth in the contract, or (3) by order adopted by two-thirds of the Board and consented to by the contractor. Because the proposed change orders exceed the Director of Public Works' authority pursuant to Public Contract Code Section 20142 and because a change of this size is not addressed by the terms of the contract, staff recommends approval by order adopted by two-thirds of the Board and consented to by the Contractor.

Requested Actions:

1. Approve Agreement No. 250450B with Amizetta Winery and Agreement No. 250451B with Quarry Vineyards, LP and authorize the Public Works Director to sign any subsequent documents to accept the contribution as specified in the Agreement;

2. Authorization for the Director of Public works to sign contract change orders to the contract with Team Ghilotti, Inc. for a maximum not to exceed amount of $3,410,719; and

3. Approve a Budget Amendment for the following (4/5 votes required):

    a. Reclass Construction Services appropriation by $900,000 in the Gordon Valley Road Paving Project (Fund 2040, Sub-Division 2040500, Project 25030, Account 52360) to Transfers Out appropriations (Fund 2040, Sub-Division 2040500, Project 25030, Account 56100) to return $900,000 to the Capital Improvement Projects (CIP) Fund (Fund 3000, Sub-Division 3000000, Account 48200);

    b. Reclass Construction Services appropriation by $745,449 in the South County Paving Project (Fund 2040, Sub-Division 2040500, Project 24025, Account 52360) to Transfers Out appropriations (Fund 2040, Sub-Division 2040500, Project 24025, Account 56100) to return $745,449 to the Measure U Non-Operating Special Revenue Fund (M-U SRF) (Fund 2440, Sub-Division 1220053, Account 48200);

    c. Increase Transfers Out appropriations by $900,000 in the CIP Fund (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance to transfer to project 25042 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25042, Account 48200);

    d. Increase Transfers Out appropriations by $717,589 in the M-U SRF (Fund 2440, Sub-Division 1220053, Account 56100) offset by use of its available fund balance to transfer to project 25042 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25042, Account 48200); and

    e. Increase Construction Services appropriations by $2,661,434 in the Road Paving (Various) Project (Fund 2040, Sub-Division 2040500, Project 25042, Account 52360) offset by Transfers In revenues from CIP Fund ($900,000), M-U SRF ($717,589) (Fund 2040, Sub-Division 2040500, Project 25042, Account 48200) and an increase in Donations/Contributions revenues from Amizetta Winery ($579,935) and Quarry Vineyards, LP ($463,910) (Fund 2040, Sub-Division 2040500, Project 25042, Account 47500).

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested actions will allow a private-public partnership to improve safety on Silverado Trail as well as increase the rehabilitation limits on Silverado Trail which is greatly needed.
Is the general fund affected?	No
Future fiscal impact:	Routine maintenance of roads.
Consequences if not approved:	The left turn lane widening will not proceed and 1.2 miles of Silverado Trail in need 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 as 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

NAPA COUNTY AGREEMENT NO. 250450B

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Amizetta Winery whose address is 1099 Greenfields Road, St. Helena, CA 94574, hereinafter referred to as "Property Owner."

RECITALS

A. County will undertake a project to resurface various County Roads titled "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06.

B. Property Owner owns property adjacent to Silverado Trail, located at 1443 Silverado Trail S, St. Helena, CA 94574 and has requested a continuous left turn lane be installed on Silverado Trail with related driveway entrance improvements for the property ("Project") during the construction of RDS 25-06.

C. With Property Owner's contribution, County is willing and able to proceed with the Project.

D. For good and valuable consideration, the sufficiency of which is acknowledged, County and Property Owner agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. County shall construct the Project in accordance with Property Owner's design and bid items 1A1 to 1A22 of Additive Alternate #1 of the accepted bid for construction of RDS 25-06, as further described in Exhibit "A."

1.2 Schedule. County shall use reasonable efforts to complete the Project by December 31, 2025. County may, however, extend this deadline in its reasonable discretion by providing written notice to Property Owner.

1.3 Project Design. Construction level plans shall be provided to County by Property Owner, being prepared by RSA+, Property Owner's designated Civil Engineering Firm. County will review Property Owner's plans and provide comments and feedback, if any. During construction, County may make minor deviations from the project design as reasonably necessary to successfully complete the Project.

1.4 Solicitation of Bids. County shall advertise for sealed bids for the construction of RDS 25-06. The contract for construction of RDS 25-06 will be awarded to the lowest responsible and responsive bidder as determined by County. County shall provide written notice to Property Owner of the bid results within five business days of bid opening. County may include the Project as a bid alternate(s) in the solicitation as additional work, and award such alternates upon execution of this Agreement.

1.5 Construction. Construction will be performed by one or more contractors licensed in California and qualified to construct the Project. County is responsible for administration, management, inspection, and all other activity, including review and approval of change orders, necessary to complete the Project in accordance with County standards and the plans and specifications. Property Owner hereby gives County, its officers, employees and contractors the right to enter Property Owner's property during normal business hours as reasonably necessary to construct the Project. County will use reasonable efforts to minimize interference with access to Property Owner's property through the Project area, but Property Owner acknowledges temporary disruptions are unavoidable.

1.6 Ownership. Property Owner does not obtain any ownership interest in the public right-of-way by virtue of its contribution. The public right-of-way and all its improvements shall remain the sole property and asset of County. Ownership of any part of the Project that is constructed on Property Owner's property shall transfer to Property Owner upon completion. Property Owner is responsible for repair and maintenance of such portion of the Project after completion.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The effective date of this Agreement is the date the last party signs this Agreement. This Agreement shall expire on the date County provides a final accounting and returns any unexpended funds to Property Owner, pursuant to Paragraph 3.4 of this Agreement.

2.2 Termination for Convenience. At any time prior to award of a construction contract for the Project, either party may terminate this Agreement by giving ten (10) days prior written notice of such termination to the other party. Upon termination of the Agreement, County shall discontinue all affected performance and contracts, and complete any additional work necessary for the orderly filing of documents.

ARTICLE III – CONTRIBUTION

3.1 Amount of Contribution. Property Owner shall pay County FIVE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED THIRTY-FIVE and 00/100 DOLLARS ($579,935.00) which is the sum of all bid items referenced in the awarded bid for RDS 25-06 as bid items 1A1 to 1A22 of Additive Alternate #1, as well as a 15% construction contingency based on bid pricing, and $9,811 for potholing and vibratory compaction to comply with City of

Calistoga waterline requirements, to be used by County solely and exclusively towards construction.

3.2 Payment Process. County shall submit one invoice for the full amount of Property Owner's contribution. Property Owner shall pay the full amount within 30 days of receipt of County's invoice, according to wiring instructions to be provided by County. County will not authorize its construction contractor to commence work on the Project until the funds are received by the County and, in the event that Property Owner fails to make the required payment within 30 days, the County may issue a change order to its construction contractor eliminating the Project from RDS 25-06.

3.3 Cost Overruns. County will notify Property Owner if it is determined after opening bids for construction or as a result of a change order that there will be insufficient funds to complete the Project. Property Owner shall pay County the amount County indicates is necessary to complete the Project within 10 days after notice from County, or County may stop work on the Project, restore the public right-of-way to its original condition, and return any remaining funds to Property Owner.

3.4 Accounting. County shall provide Property Owner an itemized accounting of the Project costs when it is complete. Such accounting shall include direct and any indirect costs of construction, and any material and equipment not already included in the cost of construction. County shall return any unexpended funds from Property Owner's contribution within 45 days after a Notice of Completion is recorded with the County Recorder's Office if no stop notices or claims have been received by County regarding RDS 25-06. If stop notices or claims have been received by County, County shall return any unexpended funds from Property Owner's contribution within 45 days after resolution of the stop notices or claims. County may use funds from Property Owner to resolve any stop notices or claims from contractors or suppliers working on the Project.

3.5 Records. County shall maintain books, records, logs, and other records sufficient to document the expenditure of funds from Property Owner, and to maintain such records for at least four years after expiration or termination of this Agreement. Property Owner may inspect and copy such records upon request.

3.6 Tax Implications. County makes no representation and provides no assurance as to whether Property Owner's contribution is tax deductible. Property Owner is solely responsible for seeking advice from tax professionals regarding any tax implications.

ARTICLE IV - INDEMNIFICATION

4.1 Indemnification and Hold Harmless. County shall defend at its own expense, indemnify, and hold harmless Property Owner, its officers and employees, 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 property damage, arising from the construction of the Project, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the active or sole negligence or willful misconduct of Property Owner, its officers or employees.

4.2 Survival. This Article shall survive termination or expiration of this Agreement and continue so long as a viable claim exists.

ARTICLE V – DISPUTE RESOLUTION

5.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

5.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

5.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within ten (14) days after the date the final determination is issued, unless a longer period is mutually agreed to in writing by Property Owner and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

5.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

5.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VI – GENERAL PROVISIONS

6.1 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	PROPERTY OWNER
Steven Lederer	Perry & William Clark
Public Works Director	Owners
Napa County Administration Bldg.	Amizetta Winery
1195 Third Street, Suite 101	1443 Silverado Trail S
Napa, CA 94559	St. Helena, CA 94574

6.2 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Property Owner shall have the right to enforce any of the provisions of this Agreement.

6.3 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants 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.

6.4 Attorneys Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

6.5 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

6.6 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

6.7 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive completion and acceptance of the scope of services and termination or completion of the Agreement.

6.8 Severability. Should any provision of this Agreement be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

6.9 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties.

6.10 No Waivers. 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.

6.11 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

6.12 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.

6.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of law principles.

6.14 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.

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

AMIZETTA WINERY

By Perry Clark
PERRY CLARK, Owner

By William Clark
WILLIAM CLARK, Owner

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Deputy County Counsel	Date: _____ Processed By:	By:_____
Date: June 17, 2025	_____ Deputy Clerk of the Board	

EXHIBIT "A"
SCOPE OF SERVICES

I. Project Description

Bid Items 1A1 to 1A22 of "The Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project, RDS 25-06" and Pages C1.0 to C5.0 as prepared by RSA+ of the RDS 25-06 Addendum #1 Plans describe the construction, including mobilization, traffic control, and construction staking, necessary to install a left turn lane at 1443 Silverado Trail S, St. Helena, CA 94574 and the associated driveway entrance improvements as designed and requested by the Property Owner. The compensation also includes 15% contingency for any unforeseen work identified during the construction of the left turn lane and driveway entrance improvements.

NAPA COUNTY AGREEMENT NO. 250451B

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Quarry Vineyards, LP, whose address is P.O. Box 511, Rutherford, CA 94573, hereinafter referred to as "Property Owner."

RECITALS

A. County will undertake a project to resurface various County Roads titled "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06.

B. Property Owner owns property adjacent to Silverado Trail, located at 1450 Silverado Trail S, Rutherford, CA 94573 and has been required by the County, as a condition of approval of Property Owner's application for a use permit modification, to install a continuous left turn lane with related driveway entrance improvements for the property ("Project") during the construction of RDS 25-06 in order to comply with Napa County Road and Street Standards.

C. With Property Owner's contribution, County is willing and able to proceed with the Project.

D. For good and valuable consideration, the sufficiency of which is acknowledged, County and Property Owner agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. County shall construct the Project in accordance with Property Owner's design as bid items 1B1 to 1B26 of Additive Alternate #1 of the accepted bid for construction of RDS 25-06, as further described in Exhibit "A."

1.2 Schedule. County shall use reasonable efforts to complete the Project by December 31, 2025. County may, however, extend this deadline in its reasonable discretion by providing written notice to Property Owner.

1.3 Project Design. Construction level plans shall be provided to County by Property Owner, being prepared by Summit Engineering, Property Owner's designated Civil Engineering Firm. County will review Property Owner's plans and provide comments and feedback, if any. During construction, County may make minor deviations from the project design at the County's expense, as reasonably necessary to successfully complete the Project, except as provided in paragraph 1.6 below.

1.4 Solicitation of Bids. County shall advertise for sealed bids for the construction of RDS 25-06. The contract for construction of RDS 25-06 will be awarded to the lowest responsible and responsive bidder as determined by County. County shall provide written notice to Property Owner of the bid results within five business days of bid opening. County may include the Project as a bid alternate(s) in the solicitation as additional work, and award such alternates upon execution of this Agreement.

1.5 Construction. Construction will be performed by one or more contractors licensed in California and qualified to construct the Project. County is responsible for administration, management, inspection, and all other activity, including review and approval of change orders, necessary to complete the Project in accordance with County standards and the plans and specifications. Property Owner hereby gives County, its officers, employees and contractors the right to enter Property Owner's property during normal business hours as reasonably necessary to construct the Project. County will use reasonable efforts to minimize interference with access to Property Owner's property through the Project area, but Property Owner acknowledges temporary disruptions are unavoidable.

1.6 Change Orders. County will promptly notify Property Owner if County encounters unknown subsurface conditions during construction of the Project on Property Owner's property outside of the public right-of-way that materially affect the cost of construction. County will provide Property Owner with the estimated cost of a change order to address the unknown subsurface conditions. If the contribution by Property Owner is insufficient to cover the estimated cost of the change order, the parties will proceed under paragraph 3.3 below regarding cost overruns.

1.7 Ownership. Property Owner does not obtain any ownership interest in the public right-of-way by virtue of its contribution. The public right-of-way and all its improvements shall remain the sole property and asset of County. Property Owner therefore assumes no liability for any and all claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description in the public right-of-way by virtue of its contribution. Ownership of any part of the Project that is constructed on Property Owner's property that is outside the public right-of-way shall transfer to Property Owner upon completion. Property Owner is responsible for the repair and maintenance of such portion of the Project on the Owner's Property after completion.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The effective date of this Agreement is the date the last party signs this Agreement. This Agreement shall expire on the date County provides a final accounting and returns any unexpended funds to Property Owner, pursuant to Paragraph 3.4 of this Agreement.

2.2 Termination for Convenience. At any time prior to award of a construction contract for the Project, either party may terminate this Agreement by giving ten (10) days prior written notice of such termination to the other party. Upon termination of the Agreement, County shall discontinue all affected performance and contracts, and complete any additional work necessary for the orderly filing of documents.

ARTICLE III – CONTRIBUTION

3.1 Amount of Contribution. Property Owner shall pay County FOUR HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED TEN and 00/100 DOLLARS ($463,910.00) which is the sum of all bid items referenced in the bid for RDS 25-06 as bid items 1B1 to 1B26 of Additive Alternate #1, as well as 15% construction contingency based on bid pricing to be used by County solely and exclusively towards construction.

3.2 Payment Process. County shall submit one invoice for the full amount of Property Owner's contribution. Property Owner shall pay the full amount within 30 days of receipt of County's invoice, according to wiring instructions to be provided by County. County will not authorize its construction contractor to commence work on the Project until the funds are received by the County and, in the event that Property Owner fails to make the required payment within 30 days, the County may issue a change order to its construction contractor eliminating the Project from RDS 25-06.

3.3 Cost Overruns. County will notify Property Owner if it is determined after opening bids for construction or as a result of a change order that there will be insufficient funds to complete the Project. Property Owner shall pay County the amount County indicates is necessary to complete the Project within 10 days after notice from County, or County may stop work on the Project, restore the public right-of-way to its original condition, and return any remaining funds to Property Owner

3.4 Accounting. County shall provide Property Owner an itemized accounting of the Project costs when it is complete. Such accounting shall include direct and any indirect costs of construction, and any material and equipment not already included in the cost of construction. County shall return any unexpended funds from Property Owner's contribution within 45 days after a Notice of Completion is recorded with the County Recorder's Office if no stop notices or claims have been received by County regarding RDS 25-06. If stop notices or claims have been received by County, County shall return any unexpended funds from Property Owner's contribution within 45 days after resolution of the stop notices or claims. County may use funds from Property Owner to resolve any stop notices or claims from contractors or suppliers working on the Project.

3.5 Records. County shall maintain books, records, logs, and other records sufficient to document the expenditure of funds from Property Owner, and to maintain such records for at least four years after expiration or termination of this Agreement. Property Owner may inspect and copy such records upon request.

3.6 Tax Implications. County makes no representation and provides no assurance as to whether Property Owner's contribution is tax deductible. Property Owner is solely responsible for seeking advice from tax professionals regarding any tax implications.

ARTICLE IV - INDEMNIFICATION

4.1 Indemnification and Hold Harmless. County shall defend at its own expense, indemnify, and hold harmless Property Owner, its officers and employees, 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 property damage, arising from the construction of the Project, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the active or sole negligence or willful misconduct of Property Owner, its officers or employees.

4.2 Survival. This Article shall survive termination or expiration of this Agreement and continue so long as a viable claim exists.

ARTICLE V – DISPUTE RESOLUTION

5.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

5.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

5.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within ten (14) days after the date the final determination is issued, unless a longer period is mutually agreed to in writing by Property Owner and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

5.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise

agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

5.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VI – GENERAL PROVISIONS

6.1 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	PROPERTY OWNER
Steven Lederer	Timm Crull
Public Works Director	Managing Partner
Napa County Administration Bldg.	Quarry Vineyards, LP
1195 Third Street, Suite 101	P.O. Box 511
Napa, CA 94559	Rutherford, CA 94573

6.2 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Property Owner shall have the right to enforce any of the provisions of this Agreement.

6.3 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants 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.

6.4 Attorneys Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

6.5 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

6.6 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

6.7 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive completion and acceptance of the scope of services and termination or completion of the Agreement.

6.8 Severability. Should any provision of this Agreement be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

6.9 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties.

6.10 No Waivers. 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.

6.11 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

6.12 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.

6.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of law principles.

6.14 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.

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

QUARRY VINEYARDS, LP

By _____
TIMM CRULL, Managing Partner

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Deputy County Counsel Date: July 2, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Project Description

Bid Items 1B1 to 1B26 of "The Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project, RDS 25-06" and Pages C1.0 to C8.0 as prepared by Summit Engineering, Inc., of the RDS 25-06 Addendum #1 Plans describe the construction, including mobilization, traffic control, and construction staking, necessary to install a left turn lane at 1450 Silverado Trail S, Rutherford, CA 94573 and the associated driveway entrance improvements as designed and requested by the Property Owner. The compensation also includes 15% contingency for any unforeseen work identified during the construction of the left turn lane and driveway entrance improvements.

Bale, Lodi, Big Ranch, Silverado Trail, W. Zinfandel Lane, RDS 25-06

8/19/25

		CONSTRUCTION PHASE				
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date**	**Appropriation Amount Spent to Date**	**Appropriation Amount % Spent to Date**	**Appropriation Amount Balance**
Construction	$6,708,575	$2,311,434	$4,397,141	$0	0%	$4,397,141
Construction Contingency (15%)	$1,099,285	$0	$1,099,285	$0	0%	$1,099,285
Design and Engineering	$50,000	$0	$50,000	$50,000	100%	$0
Construction Management	$400,000	$200,000	$200,000	$50,000	25%	$150,000
County Project Management/Administration	$150,000	$50,000	$100,000	$20,000	20%	$80,000
Geotech, Special Inspections	$299,721	$100,000	$199,721	$20,000	10%	$179,721
	$8,707,581	$2,661,434	$6,046,147	$140,000	2%	$5,906,147

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1429

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Construction Contract Award and Budget Amendment for "CSU Children's Services Expansion", PW 24-15

RECOMMENDATION

Award of Construction Contract to American River Construction, Inc. of Folsom, CA in the amount of $2,820,000 for the "CSU Children's Services Expansion," PW 24-15; and approve a Budget Amendment. (Fiscal Impact: $3,807,356 Expense; Health and Human Services Agency Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Department of Health Care Services (DHCS) was authorized through Welfare and Institutions Code sections 5960-5960.45 to establish the Behavioral Health Continuum Infrastructure Program (BHCIP) with $2.2 billion to construct, acquire, and rehabilitate real estate assets or to invest in needed mobile crisis infrastructure to expand the community continuum of behavioral health treatment resources. DHCS is releasing BHCIP grant funds through six rounds that target various gaps in the state's behavioral health facility infrastructure.

BHCIP aims to reduce homelessness, incarceration, unnecessary hospitalizations, and inpatient days and improve outcomes for people with behavioral health conditions by expanding access to community-based treatment. BHCIP proposes to invest in the expansion of beds, units, or rooms by building new behavioral health continuum infrastructure and expanding capacity. These resources would expand the continuum of services by increasing capacity for short-term crisis stabilization, acute and sub-acute care, crisis residential, community-based mental health residential treatment, substance use disorder residential treatment, peer respite, mobile crisis, community and outpatient behavioral health services, and other clinically enriched longer-term treatment and rehabilitation opportunities for individuals with behavioral health disorders, in the least restrictive and least costly setting.

Advocates for Human Potential (AHP) released "Round 5: Crisis and Behavioral Health Continuum" with a due date of applications by February 13, 2023. Health and Human Services Agency (HHSA) applied for the funds after extensive exploration and data collection on current community crisis needs, including children's mental health needs related to the pandemic. The children's expansion will provide crisis psychiatric

assessment and crisis stabilization services for youth in Napa County. The services include medication assessment and administration, comprehensive care coordination, safety/discharge planning, and when necessary, facilitation of admission to psychiatric inpatient services. The service expansion will increase the current bed count from two in the current Crisis Stabilization Unit (CSU) to four in a separate area, created as a children's specific treatment milieu focused on providing trauma informed, client-focused and culturally/linguistically appropriate services geared toward wellness and recovery.

By supporting an expansion of doubling the beds for children, we increase capacity not only within the crisis stabilization unit but also supporting the local emergency department. The two children's beds in operation in the current CSU will be converted to adult beds. None of the BHCIP funding will be used in that transition to adult beds. The increase to four beds also supports the larger community mission to keep children in their communities and in home settings. Without local capacity, children are sent to out of county inpatient psychiatric hospital beds, which create costly barriers for family especially costs including childcare coverage for other children and transportation costs to out of county hospitals. The expansion of a children's crisis CSU promotes the value in providing children and family specific services, creating a calm and safe therapeutic setting, and providing an opportunity for children to have more choice and voice in a separate clinical setting.

On July 25, 2023, the Board adopted a resolution authorizing the Director of HHSA to execute all required documents to participate in the BHCIP program, including but not limited to the Program Funding Agreement (PFA), Declaration of Restrictions, and Performance Deed of Trust accepting $3,329,955 in deliverable based revenue from the California DHCS through its contractor, AHP.

On April 23, 2024, the Board approved and authorized the creation and funding of the CSU- Children's Services Expansion project and Agreement No. 240326B with TLCD Architecture for a maximum of $466,286 for design and construction administration services needed to support the project. During the feasibility review phase, Napa County requested to explore the feasibility of shared staff "core" spaces between the adult and youth programs with the goal of eliminating redundant space and increasing efficiency.

On September 10, 2024, the Board approved and authorized Amendment No. 1 to further explore the shared staff "core" space concept. After exploring this concept further through the feasibility work, Napa County determined the shared staff "core" spaces concept was the most efficient, safe, and reasonable program layout moving forward.

On December 3, 2024, the Board approved and authorized Amendment No. 2 which added architectural and engineering services for design and construction administration services to support the additional square footage of the shared staff "core" spaces concept which modifies the overall project square footage from approximately 3,000 square feet to approximately 6,856 square feet.

On June 24, 2025, the Board approved Plans and Specifications, authorized the project to bid, and authorized Amendment No. 3 shifted $50,000 from waterproofing (that is no longer needed) to other design disciplines to design a phased construction plan to keep the CSU operational during construction without increasing the overall contract amount. Construction will occur in three phases; the phased construction plan will be released during bidding as an addendum. On July 31, 2025, bids were received and opened. The bid results are attached for reference.

Staff recommends awarding the contract to the lowest responsive bidder, American River Construction, Inc. of Folsom, CA for their base bid of $2,820,000. American River Construction's bid is lower than the engineer's estimate of $3,190,000. The total project cost, including design and engineering, construction, construction

management, special inspection, etc., is $4,607,356. Of the total project cost $3,329,955 is grant funded which will be reimbursed quarterly, HHSA will contribute $1,277,401 to the total project cost that will not be reimbursed and has been budgeted.

Requested Actions:

1. Award of the Construction Contract for the "CSU Children's Services Expansion," PW 24-15 to American River Construction, Inc. of Folsom, California for their low base bid of $2,820,000; and
2. Approve a Budget Amendment for the following (4/5 Votes required):
    a. Increase Transfers Out appropriations by $3,807,356 in HHSA-Agency Administration (Fund 2000, Sub-Division 2001000, Account 56100) offset by increase to State Grant revenue by $3,329,955 (Fund 2000, Sub-Division 2001000, Account 43290) and use of its available fund balance by $477,401 to transfer to Project 24027 and increase to its Transfers In revenues (Fund 3000, Sub-Division 3000504, Project 24027, Account 48200); and
    b. Increase Construction Services appropriations by $3,807,356 (Fund 3000, Sub-Division 3000504, Project 24027, Account 52360) offset by a Transfer In revenues from HHSA-Agency Administration budget.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approvals are needed to move the project forward into construction.
Is the general fund affected?	No
Future fiscal impact:	Routine maintenance of the facility upon project completion.
Consequences if not approved:	The project will not move forward and will jeopardize the grant funding received.
Additional Information	The grant fund is a deliverable based program funding agreement and the State will reimburse the County up to but not to exceed an amount of $3,329,955.

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 at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

CSU Children's Services Expansion, PW 24-15

Bid Opening: July 31, 2025 @ 11:30 AM

Engineer's estimate: $3,190,000

Contractor	Total Base Bid
American River Construction Folsom, CA	$2,820,000.00
Bridges Construction Kelseyville, CA	$3,429,917.00
CWS Construction Group Inc. Novato, CA	$3,171,000.00
Foundry Construction Inc. Oakland, CA	$3,395,000.00
FRC, Inc. Windsor, CA	$2,898,000.00
MAR CON Builders Oakland, CA	$3,084,098.66*
M V P Construction LLC Pacheco, CA	$2,937,421.00
S&H Construction Fremont, CA	$2,968,600.00
VANTIS Santa Clara, CA	$2,871,900.00

*This bid was illegible at the time of bid opening.

CSU Expansion Project, PW 24-15 8/19/25

Budget Item	Budget Item Amount	CONSTRUCTION PHASE Board Appropriation Request Today	Board Appropriation to date	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Construction	$2,820,000	$2,820,000	$0	$0	0%	$0
Construction Contingency (25%)	$705,000	$705,000	$0	$0	0%	$0
Design and Engineering	$602,356	$0	$602,356	$337,323	56%	$265,033
Construction Management	$280,000	$280,000	$0	$0	0%	$0
County Project Management/Administration	$100,000	$0	$100,000	$25,000	25%	$75,000
Geotech, Special Inspections, Haz-Mat	$100,000	$2,356	$97,644	$10,000	10%	$87,644
	$4,607,356	$3,807,356	$800,000	$372,323	47%	$427,677

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1433

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: Approve Amendment No.1 to Agreement 250309B for the Runway 6-24 PCC Joint Rehabilitation Project 25025, PW25-23 at the Napa County Airport

RECOMMENDATION

Approve and authorize Amendment No.1 to Agreement No. 250309B with Mead & Hunt, Inc. increasing the maximum compensation from $71,432 to $80,700 for project design services related to Project 25025 "Runway 6-24 PCC Joint Rehabilitation Project"; and approve an associated Budget Amendment to fund the added design costs and an additional $10,000 for administration costs. (Fiscal Impact $19,268 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On February 4, 2025, the Board of Supervisors approved the creation of PW25-23 Project; Runway 6-24 PCC Joint Rehabilitation Project and Professional Services Agreement No. 250309B with Mead & Hunt for design and construction administration efforts for repairs needed on the runway originally constructed in the World War II era. Partial design for the project was completed and, consistent with Federal Aviation Administration (FAA) procedures, a preapplication for project construction was discussed with and submitted to the FAA.

While the FAA is supportive of the Runway 6-24 Joint Rehabilitation Project, they did not recommend moving forward with a grant application for project funding in federal fiscal year 2025-26. Because they did not approve moving forward for fiscal year 2025-26, construction bidding and joint repair will not move forward at this time. It is anticipated that it will move forward in a future fiscal year. In the meantime, within the last few weeks, Runway 6-24 experienced damage to the lighting and the high voltage electrical cables that are directly buried in the in the blast pad area at the runway threshold. Sections of the high voltage cable are now exposed and they pose a significant danger to humans and wildlife. In addition, runway threshold lights are required for safe landing and lack of such lighting requires nighttime closures of the runway. The FAA requires the County,

as Airport Sponsor, to promptly make repairs according to FAA specifications.

Amendment No. 1 to the Mead & Hunt contract removes Phase 3 of the scope of work for construction bid preparation and administrative services related to the Runway 6-24 Joint Rehabilitation project and adds Phase 4 for required design efforts to address the emergency Runway 6-24 threshold lighting repair and bring the lighting system up to current standards. Design elements include adding underground conduits, lighting equipment cans, and LED fixtures. The upgraded section of runway lighting will protect against high voltage discharge into the ground, which is potentially fatal to people and wildlife in the vicinity. The net change in compensation for Mead & Hunt related to the scope change is $9,268.

Once the amendment with Mead & Hunt is executed, Airport staff will engage with Mead & Hunt and a qualified and available electrician to complete the emergency repair and return to the Board with a budget amendment to cover the cost of the emergency work.

Requested Actions:

1. Approve and authorize the Chair to sign Amendment No.1 to Agreement No. 250309B with Mead & Hunt, Inc., increasing maximum compensation by $9,268 for a new contract maximum of $80,700, for design services.

2. Approve a Budget Amendment for the following:

a. Increase Intrafund Transfers Out appropriation by $19,268 in the Airport Operations budget (Fund 5010, Subdivision 5010000) offset by the use of its available fund balance to transfer to Project 25025 and increase to Intrafund Transfers In (Fund 5010, Subdivision 5010500, Project 25025, Account 49900);

b. Increase Consulting Services appropriation by $9,268 in Project 25025 budget (Fund 5010, Subdivision 5010500, Project 25025, Account 52310) transferred from Airport Operations; and

c. Increase Engineer Services appropriation by $10,000 in Project 25025 budget (Fund 5010, Subdivision 5010500, Project 25025, Account 52145) transferred from Airport Operations.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	Additional funding sourced from the Airport Enterprise Fund (Fund 5010).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested action is needed to provide for the continuing safety of aircraft operations on Runway 6-24. The next project in this effort involves the rehabilitation of Runway 6-24 PCC joints and Runway End lighting repairs.
Is the general fund affected?	No
Future fiscal impact:	This project will extend into future fiscal years to include joint repair and additional runway lighting. Those project elements will be budgeted in the Airport Enterprise CIP Fund accordingly.
Consequences if not approved:	If not approved, the Napa County Airport would not be maintaining its infrastructure as required by the FAA and lose entitled Grant funds.

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].

AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 250309B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 250309B is made and entered into as of this _____ day of August, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Mead & Hunt, Inc. a Wisconsin corporation, whose business address is 1360 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, on February 4, 2025, County and Consultant entered into Agreement No. 250309B ("Agreement") for Consultant to provide design engineering services for the Runway 6-24 PCC Joint Rehabilitation Project at the Napa County Airport; and

WHEREAS, due to delays in receiving confirmation from the FAA that the project would be eligible for grant funding, County will not be proceeding with the construction phase at this time; and

WHEREAS, County desires to compensate Consultant for some extra work they performed at County's request and to remove construction bid support from the scope of services because construction will not proceed at this time; and

WHEREAS, additional design services are needed to complete an emergency repair on Runway 6-24 lighting;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant hereby amend Agreement No. 250309B as follows:

TERMS

1. Paragraph 1.1 of the Agreement is amended to read as follows:

   1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, as modified by Exhibit A-1 to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and any amendments thereto, their Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

2. Paragraph 3.1 of the Agreement is amended to read as follows:

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

3.1.1 Rates. County shall pay Consultant according to the phases and compensation and fee schedule set forth in Exhibit B, as modified by Exhibit B-1.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Eighty Thousand, Seven Hundred Dollars and Zero Cents ($80,700.00) 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. Exhibits A-1 and B-1 attached to this Amendment No. 1 are hereby incorporated into the Agreement.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties had executed the same page. This Amendment may be executed by facsimile or electronic (.pdf) signature and shall constitute an original for all purposes.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 250309B is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officers.

MEAD & HUNT, INC.

Alex Radovanovich 2025.08.01 14:49:02-07'00'

By_____
ALEX RADOVANOVICH, Vice President

Jeff Leonard Digitally signed by Jeff Leonard DN: CN=Jeff Leonard Reason: I am approving this document Date: 2025.08.05 12:02:31-07'00'

By_____
JEFF LEONARD, Vice President

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Deputy County Counsel Date: July 3, 2025 PL Doc. No. 134248	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A-1
SCOPE OF SERVICES

The Scope of Services set forth in Exhibit A to the Agreement is hereby modified as set forth in the "Client Contract Amendment" from Consultant to County dated June 6, 2025 and July 21, 2025, which is hereby incorporated into this Exhibit by reference as if fully set forth herein.

EXHIBIT B-1
COMPENSATION AND FEE SCHEDULE

The Compensation and Fee Schedule set forth in Exhibit B to the Agreement is hereby modified as set forth herein:

This Amendment is for the removal of the Bid Administration work efforts in Phase 3 and adding a Phase 4 for Emergency Threshold Lighting Repair on Runway 6-24. This Amendment results in an increase to the total Project cost of Nine Thousand Two Hundred Sixty-Eight Dollars ($9,268), as shown on the table below. This Amendment results in a revised contract amount of $80,700 for the total Project.

Phase No.	Description	Amount
1	Additional sheets to plan set to accommodate sheet size request	$ 4,176
2	Additional asphalt pavement rehabilitation area to the scope	$ 4,000
3	Remove Phase 3 (Bid Admin) from project scope	$ (14,526)
4	Rwy 6-24 Threshold Light Emergency Repair	$ 15,618
This Change Order Total		**$ 9,268**
Previous Change Order(s) Total		**$ 0**
Original Contract Total		**$ 71,432**
Revised Contract Total		**$ 80,700**

Runway 6-24 PCC Joint Rehabiliation Project, PW 25-23 8/4/25

CIP# 25025

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date*	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Environmental	$0					
Technical Study	$0					
Design	$80,700	$9,268	$71,432	$56,097	79%	
Design Admin	$0					
Construction						
Construction Contingency 10%	$0					
Construction Management/Inspection	$0					
Construction Admin	$10,000	$10,000				
Total Project	**$90,700**	**$19,268**	**$71,432**	**$56,097**	**79%**	**$0**

Total Federal Project Cost

Federal Grant Share

Sponsor Share

Sponser Final Share and 10% contingency

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1435

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for bids for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project", PW 25-46

RECOMMENDATION

Approval of Plans and Specifications for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project", PW 25-46; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact)

BACKGROUND

The Sullivan parking lot is owned by the County of Napa and is located west of the Administration building bound by 3rd Street on the north, Randolph Street on west, 4th Street on the south, and Coombs Street on the east. The parking lot is open to the public for all day parking. The parking lot asphalt surface has deteriorated over the years and is beginning to develop pot holes and large cracks creating a potential public safety concern and is in need of rehabilitation. After the repairs and resurfacing the parking lot will be re-striped to its existing configuration including American with Disabilities Act parking stalls. The Board of Supervisors previously approved the creation of Project 20024 during the budget hearing in FY 2020. The approval also moved $50,000 into the project to fund the design for the repair of the Sullivan Parking Lot.

On February 25, 2025, the Board of Supervisors authorized the creation of the "Cuttings Wharf Road and Cuttings Wharf Boat Launch Paving Project" and a budget transfer of $190,000. Of this amount, $170,000 was allocated for Cuttings Wharf Road using the Measure-T fund (Fund 2040, Sub-Division 2040500, Project 25024, Account 52145), and $20,000 was designated for the Cuttings Wharf Boat Launch using the Capital Improvement Fund (Fund 3000, Sub-Division 3000000, Account 56100). However, due to insufficient Capital Improvement Funds to cover construction costs, the Cuttings Wharf Parking Lot was removed from the project and focus was redirected toward the County's Facilities Master Plan (FMP).

On June 3, 2025, the Board received an update on the FMP and made the strategic decision to indefinitely pause the FMP. Following this, the Board appropriated $9 million as part of the current year budget to perform various maintenance projects that had been on hold while the FMP was under consideration. One of these projects included the all-day parking lot - commonly referred to as the Sullivan Lot - located west of the

County Administration Building off Coombs Street. Previously, the Sullivan Parking lot had been delayed in 2020 due to the Covid-19 pandemic, as Public Works resources were redirected to assist the County Emergency Operations Center.

With new funding secured, staff resumed and completed the design for the Cuttings Wharf and Sullivan Parking Lots and consolidating the improvements into a single project. Due to its proximity to the Sullivan Lot, the Administration Short-Term Parking Lot was later added to the project. Funding for Sullivan and Administration parking lots pavements are proposed to come from the $9 million maintenance budget package approved for the 2025-26 fiscal year.

The Fiscal Year 2025-26 Adopted Budget includes $580,000 in Capital Improvement Funds (CIF) allocated to the Cuttings Wharf Road Project (25024). Project 25024 was established for roadway paving funded exclusively through Measure T revenues. Accordingly, staff recommend reallocating the $580,000 in CIF from Project 25024 to the Cuttings Wharf Boat Launch Paving Project (25031) at the time the construction contract is brought to the Board for award. The Boat Launch project scope includes rehabilitation of the parking lot, replacement of two dock floats damaged by a June 2025 fire, and minor Americans with Disabilities Act (ADA) upgrades to the restrooms.

For cost efficiency, the three associated parking lots will be combined into a single bid package to maximize economies of scale.

Staff has completed the design of all three parking lots. The proposed treatment for the Cuttings Wharf Parking lot involves a 3-inch overlay, while the Sullivan and Admin Lots will receive a 2” mill and fill, with area showing significant pavement failure to obtain 2” digouts.

The combined Engineers Estimate for construction cost for all three parking lots is $920,000. The plans and specifications are complete and ready for approval by the Board of Supervisors. County staff will return to the Board of Supervisors to present a detailed budget based on the lowest responsible bid and to request a budget amendment and authorization to award a construction contract.

Requested Actions:

1. Approve Plans and Specifications for the Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project,” PW 25-46 and authorize to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of plans and specs is necessary to bid the project and move the project towards construction
Is the general fund affected?	No
Future fiscal impact:	Construction is anticipated to complete in FY 2025-26 and no future fiscal impact beyond routine maintenance
Consequences if not approved:	The parking lot will continue to degrade and may result in safety hazards.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is except 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

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1439

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Project creation and budget amendment for the "Pueblo Area Ditch Project"

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 25049 "Pueblo Area Ditch Project," RDS 25-36 and approve a Budget Amendment. (Fiscal Impact: $55,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Pueblo Area Ditch Project involves critical repairs and improvements to two existing open-channel drainage ditches commonly referred to as the "Sandra-Kathleen Ditch" and the "West Pueblo Ditch." These ditches are located within an unincorporated subdivision in the City of Napa (historically known as the "Vista Manor") and were originally developed in the 1950s. While the City and County of Napa share jurisdictional boundaries within this subdivision, the County holds ownership and/or easement rights over both ditches.

The original subdivision plans indicated these ditches would be enclosed in 24-inch diameter pipelines; however, the developer did not complete this design and left the channels as open ditches. Properties along Sandra Drive, Kathleen Drive, West Pueblo Avenue, Edith Court, Margo Court, Geraldine Court, and Burnette Court back up to these drainage corridors, and privately-owned fences currently delineate the edges of the County's drainage easements.

Over time, both ditches have experienced significant erosion and degradation. Originally designed with approximately three feet of walkway space on either side, many sections now have less than one foot of clearance and are no longer safely accessible for maintenance without creating a tripping or falling hazard. The ditches are unlined and lack erosion control, resulting in undermining of adjacent private fences and associated

property impacts.

In addition to structural concerns, there are ongoing public health and safety issues. Some property owners have historically disposed of trash and fecal matter into the ditches behind their fences, creating hazardous working conditions for County maintenance crews and requiring the removal of illegally discarded materials. Due to access limitations, maintenance must be performed by hand, and the ditches are now overgrown with non-native and invasive plant species, including palm trees, bamboo, and Himalayan blackberry.

To address these issues, the Public Works Department proposes to install subsurface storm drain pipelines within the existing ditches and backfill with compacted soil. This design would stabilize the area, eliminate ongoing erosion and property loss, and improve long-term maintenance access. Napa County's current Road and Street Standards would not permit the use of unlined open-channel ditches under similar circumstances, and the current conditions present clear safety, erosion, and contamination concerns. Staff therefore recommends proceeding with the proposed improvements to construct pipelines and restore functionality and safety within the affected area. The urgency of this situation was only recently identified, after adoption of the most recent budget.

Requested Actions:

1. Approval of a Budget Amendment for the following (4/5 vote is required):

a. Increase Transfers Out appropriations by $55,000 in the Capital Improvement Projects Fund (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance to transfer to Project 25049 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25026, Account 48200); and

b. Create a new Project 25049 for the "Pueblo Area Ditches" and increase Engineering Services appropriations by $55,000 in Project 25049 budget (Fund 2040, Sub-Division 2040500, Project 25049, Account 52145) offset by a Transfer-In revenue from the Capital Improvement Projects Fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public and County employee safety.
Is the general fund affected?	Yes
Future fiscal impact:	Funding is needed in FY 2025-26 for design and construction is expected to occur in FY 2026-27.
Consequences if not approved:	More erosion will occur which would lead to losses in private property and potential claims against the County.

Additional Information	The County is providing repairs to a short 240 foot segment of the West Pueblo Ditch in September 2025 as a property owner has already filed a claim against the County for damages to their property. The City of Napa has required that property owners pipe the section of ditch behind their property in order for owners to obtain building permits. In addition to some areas of the ditch being piped, in 2009 the County installed a retaining wall structure for a short segment of the Sandra-Kathleen Ditch due to erosion concerns.

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 §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

County of Napa
Public Works Department

BUDGET SUMMARY: PUEBLO AREA DITCH PROJECT: RDS 25-36						
						8/5/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$750,000	$0	$0	$0	0%	$0
15% Construction Contingency	$112,500	$0	$0	$0	0%	$0
Design and Engineering	$50,000	$50,000	$0	$0	0%	$0
10% Design and Engineering Contingency	$5,000	$5,000	$0	$0	0%	$0
Project Management	$56,500	$0	$0	$0	0%	$0
Construction Material Testing and Inspection	$26,000	$0	$0	$0	0%	$0
TOTAL	$1,000,000	**$55,000**	$0	$0	0%	$0

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1440

TO: Board of Supervisors

FROM: Steven Lederer, Public Works Director

REPORT BY: Steven Lederer, Public Works Director

SUBJECT: Receive a report on emergency projects currently under construction

RECOMMENDATION

Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact)

[4/5 vote required]

BACKGROUND

Project 1: Pope Canyon Rd. Mile Post Marker (MPM) 4.35

Recent storms caused significant damage to the County road system, resulting in the Board of Supervisors declaring a state of emergency. Some of the sites required immediate action to protect the public and ensure the damage does not spread to other areas. The County used emergency contracting procedures to initiate work on these areas, which allowed for reduced time to hire contractors to perform the work.

Project 2: Yountville Fire Department Bathroom Emergency Repairs

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer

response time to travel back to the station.

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

The status of each project and the estimated cost of each project currently underway using this contracting provision is provided below:

Pope Canyon Rd. MPM 4.35 ($550,000): Construction commenced 7/28. Nineteen of 50 piers are complete as of August 7. Construction is planned through 8/29 (dependent on drilling conditions).

Yountville Fire Station Bathroom Emergency Repairs ($373,620): Demolition commenced 8/4. Drying out the exposed areas. Tile and plumbing subcontractors are next. Construction is planned through 10/24.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.
Is the general fund affected?	No
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action 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)].

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1445

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Waiver of Competitive Bid and Award of Emergency Construction Contract for the "Mt. St. Helena Communications Tower Emergency Generator Project," PW 25-45

RECOMMENDATION

Approve a report of emergency Public Works actions to establish the Mt. St. Helena Communications Tower emergency generator replacement project as authorized by Resolution No. 2015-37; determine that based on the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code section 22050; and approve and authorize the emergency construction contract with Peterson Power Systems, Inc. of Santa Rosa, CA. (Fiscal Impact: $145,313 Expense; Capital Projects Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The County of Napa Communications Department currently has a 40-foot-tall telecommunications tower atop the South Peak of Mt. St. Helena that was built in 1970. This site is critical for the operation of public safety communication throughout the county serving local government, law enforcement, and fire agencies.

In April of 2025, the emergency generator that previously provided power during outages ceased operation. To temporarily resolve this, Public Works borrowed one mobile generator from the Office of Emergency Services (OES) to operate on standby at the communications tower. While this temporary solution works in the short term, it limits resources that OES can deploy in emergency situations. Additionally, there is concern that the fuel capacity of the mobile generator may not meet the operational time required for emergency situations at the communications tower during a power outage. Because of the tower's remote location, access to the tower during an emergency may be significantly hampered, making refilling the temporary generator's fuel tank during an emergency challenging. If the communications tower is left without power, especially in an

emergency, this has the potential to severely affect the response of emergency agencies to the public.

Public Works staff determined that it is necessary to replace the temporary generator with a permanent generator, equipped with a higher capacity fuel tank that will be suitable to power the communications tower in an emergency, as soon as possible. Staff went through Sourcewell to obtain a quote for a contractor with the ability to provide and install the replacement generator. Based on the Sourcewell quote received, Public Works requests to sole source construction to Peterson Power Systems, Inc. for the replacement of the emergency generator at the Mt. St. Helena Communications Tower. Funding for the work is budgeted in the Capital Project Fund.

If this action is approved, Public Works will report at future Board meetings on the progress of this project in conjunction with the report on the two other emergency projects currently underway.

Requested Actions:

1. Receive and review report of emergency Public Works actions in response to the Mt. St. Helena Communications Tower emergency generator replacement without competitive bidding as authorized by Resolution No. 2015-37 and determine that based on the report from Public Works, that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code section 22050 [4/5 Vote Required].

2. Approval of a waiver of competitive bidding requirements and sole source award an emergency construction contract to Peterson Power Systems, Inc. for the "Mt. St. Helena Communications Tower Emergency Generator Replacement Project."

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funding is available in the Capital Projects Fund (Fund 3000, Subdivision 3000560; Project 25003 "Generator Repair and Replacement").
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The communications tower must be equipped with a permanent emergency generator during a power outage to maintain emergency services and the public safety.
Is the general fund affected?	Yes
Future fiscal impact:	Operation and Maintenance of the generator will be budgeted in future fiscal years in the Property Management budget.
Consequences if not approved:	The Mt. St. Helena Communications Tower could be left without power during an emergency and could jeopardize public safety.

ENVIRONMENTAL IMPACT

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

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1454

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Nydia Campoy - Supervising Staff Services Analyst

SUBJECT: Budget Amendment for the Wild Horse Valley Road, Berryessa Knoxville Road and Hardin Road Maintenance Overlay Projects

RECOMMENDATION

Approve a Budget Amendment for the Wild Horse Valley Road, Berryessa Knoxville Road and Hardin Road Maintenance Overlay Projects. (Fiscal Impact: $1,425,000 Expense; PG&E Settlement, Garbage Zone 1 Funds, UVDS Franchise Fee; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

These road maintenance overlay projects are part of the County's ongoing infrastructure management efforts to maintain road conditions, extend pavement life and increase pavement condition index.

To address these challenges effectively, our staff is requesting a budget amendment from the PG&E Settlement Designation, specifically allocated for overlay repairs, and Garbage Zone 1 budget. The request is to use that fund for Wild Horse Valley Road Maintenance Overlay repairs. For Berryessa Knoxville Road and Hardin Road Maintenance Overlay the request is to use funds from UVDS Franchise fee. Garbage and recycling vehicles provide a necessary service, but are very heavy and contribute to road deterioration over time. These allocations will enable us to implement comprehensive repairs essential for restoring the road's structural integrity and ensuring safe passage for residents.

Requested Actions:

1. Approve a Budget Amendment for the following (4/5 vote required):

a. Increase Transfers Out appropriations by $144,926 in the Capital Improvement Projects Fund (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance by release of PG&E Settlement Funds Designation to transfer to Roads Operations budget for Wild Horse Valley Road Project and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040000, Account 48200); and

b. Increase Transfers Out appropriations by $380,074 in Zone 1 Garbage budget (Fund 2180, Sub-Division

2180000, Account 56100) offset by use of its available fund balance to transfer to Roads Operations budget for Wild Horse Valley Road Project and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040000, Account 48200); and

c. Increase Transfers Out appropriations by $900,000 in UVDS Franchise Fee budget (Fund 2182, Sub-Division 2182000, Account 56100) offset by use of its available fund balance to transfer to Roads Operations budget for Berryessa Knoxville Road and Hardin Road Project and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040000, Account 48200).

d. Increase Infrastructure Repair Supplies appropriations by $1,266,000 and Rent/Leases Equipment appropriations by $159,000 in Roads Operations budget (Fund 2040, Sub-Division 2040000, Accounts 53360 and 52600) offset by transfer-in revenue from CIF, Zone 1 Garbage and UVDS funds.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to do the maintenance overlay.
Is the general fund affected?	No
Future fiscal impact:	Future minor maintenance will be done by Roads Operations.
Consequences if not approved:	Failure to make repairs will continue to compromise the structural integrity of the road, jeopardizing safe passage for both residents and visitors.

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.

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

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1495

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Authorize Contract Change Order for the "2025 Annual Guardrail Repair, RDS 25-04" Project

RECOMMENDATION

Authorize contract change orders to Agreement No. 250427B with Coral Construction Company for the "2025 Annual Guardrail Repair, RDS 25-04" project. (Fiscal Impact: $37,213 Expense; SB-1 Non-Operating Special Revenue Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Public Works Department maintains 420 miles of roads and about 22 miles of guardrail. Over many years, the County has constructed guardrails to help prevent drivers from driving into the Napa River, into creeks, and down roadway embankments. Every year wayward drivers damage guardrails along County roads. In the past, County staff has hired contractors to repair individual damaged guardrails, or the Public Works Roads Division staff repaired the damage as time and funding allowed. With the advent of funding from SB-1, the County now designates about $500,000/year towards guardrail repairs.

On June 3, 2025, the Board awarded a construction contract for this year's repairs to Coral Construction Company. At the existing damaged guardrail location at Monticello Rd and Trancas Street, the design requires an end block to be constructed at the end of the existing bridge so that a new guardrail can be connected to it. After further analysis, staff determined that the end block would need to be deeper and extend an additional 2.5 linear feet for it to fit into the existing bridge structure. The change order required to deepen and extend the end block is $37,213. The single change order limit for this project is $26,777. If the change order amount exceeds the change order limit, then the Napa County Purchasing Policy and Public Contract code requires staff to return to the approving authority for authorization to exceed the limit.

Pursuant to Public Contract Code 20136, the Board can authorize change orders (1) via authority delegated to the Director of Public Works pursuant to Public Contract Code 20142, (2) by terms set forth in the contract, or

(3) by order adopted by two-thirds of the Board and consented to by the contractor.

Because the proposed change order exceeds the Director of Public Works' authority pursuant to Public Contract Code Section 20142 and because a change of this size is not addressed by the terms of the contract, staff recommends approval of the following.

Requested Action:

1. Authorize the Director of Public Works to sign a contract change order to the contract with Coral Construction Company for a maximum not to exceed amount of $37,213 for the "2025 Annual Guardrail Repair, RDS 25-04" project (4/5 vote required).

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the contract change order is necessary to move theproject toward completion to improve public safety
Is the general fund affected?	No
Future fiscal impact:	The future fiscal impact will be routine maintenance
Consequences if not approved:	If not approved, the damaged guardrail will continue to be potential road safety hazards.

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 of 14 CCR § 15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

BUDGET SUMMARY: 2025 ANNUAL GUARDRAIL REPAIR, RDS 25-04						
Program: 25013						7/19/2025
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$285,555	$0	$285,555	$0	0%	$285,555
20% Construction Contingency	$57,111	$0	$57,111	$0	0%	$57,111
Design and Engineering	$80,000	$0	$80,000	$76,595	96%	$3,405
10% Design and Engineering Contingency	$8,000	$0	$8,000	$0	0%	$8,000
Lands and TCE	$0	$0	$0	$0	0%	$0
Construction Management	$60,000	$0	$60,000	$15,000	25%	$45,000
County Project Management/Administration	$60,000	$0	$60,000	$15,000	25%	$45,000
Environmental, Geotechnical and Special Inspections	$0	$0	$0	$0	0%	$0
Permits	$0	$0	$0	$0	0%	$0
TOTAL	$550,666	$0	$550,666	$106,595	19%	$444,071

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1114

TO: Board of Supervisors

FROM: Brieanna Jones for Oscar Ortiz, Sheriff - Coroner, Deputy Director of Emergency Services

REPORT BY: Gillian Gallagher, Staff Services Analyst I

SUBJECT: Surplus, Removal from Capital Asset List, and Disposal of Capital Asset Nos. 101785, 101786, 101787, Shower Trailers.

RECOMMENDATION

Approve and authorize declared Capital Asset Nos. 101785, 101786, 101787, shower trailers, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: Increased Revenue; General Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Office of Emergency Services (OES) fulfills five key missions: Prevention, Preparedness, Mitigation, Response and Recovery. OES works diligently throughout the year on Prevention, Preparedness and Mitigation throughout Napa County. Response and Recovery are the reactive operations triggered by disasters.

As part of response efforts, OES provides shelters for those displaced or otherwise impacted by disasters. While some shelter locations are predesignated, others are selected based on the specific incident. If a shelter needs to be constructed, OES oversees these efforts in conjunction with local, county and state organizations.

In 2020, OES purchased three shower trailers to support multiple activations during this period (LNU Lighting Complex, Glass Fire, COVID-19). At the time, purchasing the units proved more cost-effective than renting. Supplies during this period were also difficult to access through local vendors.

As a general practice, OES attempts to fully depreciate assets before declaring them as surplus. Conversely, assets that are too costly to maintain are declared surplus and disposed of before they fully depreciate.

OES currently has three shower trailers, each with book value of $6,185.25 and Capital Asset Nos. 101785, 101786, 101787, which are too costly to operate and maintain. In addition, the trailers require direct access to septic systems and water utilities, which significantly limits deployment options.

California Code section 25363 authorizes the Board of Supervisors, upon a four-fifths (4/5) vote, to sell at public auction, and convey to the highest bidder, for cash, any property belonging to the County and not required for public use.

Requested Actions:

1. Declare certain capital assets as surplus and no longer required for public use; and

2. Authorize the Auditor Controller to remove these surplus assets from the capital asset listing; and

3. Authorize the sale of capital asset surplus at a public auction.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Emergency Services Operations Budget - Org 1380000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	OES has limited availability to deploy assets and the cost of storing and maintaining them outweighs the benefit. Trailers to support OES needs are still available for rent should a shelter need them.
Is the general fund affected?	Yes
Future fiscal impact:	Currently budgeted.
Consequences if not approved:	If not approved, OES would still manage these assets but with limited availability to deploy while budgeting for storage and maintenance.

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.

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1367

TO: Board of Directors

FROM: Steven E. Lederer, Director of Public Works

REPORT BY: Kat Chambers, Staff Services Analyst II

SUBJECT: Amendment No. 3 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc. for a term date through June 30, 2027, with no change to the scope or maximum compensation. (No Fiscal Impact)

BACKGROUND

In April 2022, The Silverado Community Services District (SCSD) Advisory Committee identified the need to replace the District's former landscaping contractor, due to persistent failure to perform in accordance with the terms and scope of the contract. During their tenure, the condition of the District's 29 landscaped islands significantly declined, vegetation deteriorated, and the irrigation infrastructure was inadequately maintained. As a result, the contract with the former landscaping contractor was formally terminated on August 1, 2022.

In July 2022, the District issued a Request for Proposals (RFP) for landscape maintenance services but no bids were received. The District then entered into negotiations with Sanchez Brothers Landscaping, who had previously completed a successful refurbishment project on Island 27 and other interim maintenance work. Based on the quality of work and responsiveness, the District executed a new agreement with Sanchez Brothers Landscaping to provide comprehensive landscape and irrigation maintenance across all 29 islands.

Since 2022, Sanchez Brothers Landscaping, Inc. has delivered consistent, high-quality, and timely services. They have demonstrated a strong understanding of the unique landscape and irrigation needs of the District's islands. They have proactively and quickly addressed issues, effectively repaired the irrigation system, and provided reliable service, while supporting Napa County's broader goals of sustainability, resources conservation, and community beautification.

The SCSD Advisory Committee, in coordination with the Director of Public Works, recommend extending this agreement with Sanchez Brothers Landscaping, Inc. through June 30, 2027. This extension will allow ongoing island and irrigation maintenance without disruption to the service and quality of care currently provided to the District. The proposed amendment extends the term of this agreement through June 30, 2027. There is no

change to the scope of work or the maximum compensation.

Requested Actions:
1. Approve Amendment No. 3 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscaping to extend the term through June 30, 2027.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: 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
SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B (SCSD)

THIS AMENDMENT NO. 3 OF SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B (SCSD) is made and entered into as of this 1st day of July 2025, by and between SILVERADO COMMUNITY SERVICES DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as "DISTRICT," and SANCHEZ BROTHERS LANDSCAPE, INC., a "California S Corporation" whose business address as 1245 Hale Street, Vallejo, California, 94591, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2022, DISTRICT and CONTRACTOR entered into an Agreement to provide landscape maintenance services; and

WHEREAS, on September 13, 2022, DISTRICT and CONTRACTOR amended the Agreement to increase the periodic and maximum payment amounts allowable under the Agreement (Amendment No. 1); and

WHEREAS, on May 23, 2023, DISTRICT and CONTRACTOR amended the Agreement again to increase the periodic and maximum payment amounts allowable under the Agreement (Amendment No. 2); and

WHEREAS, DISTRICT and CONTRACTOR now wish to enter into this Amendment No. 3 to amend the Agreement to extend the term to June 30, 2027.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR amend Silverado Community Services District Agreement No. 230085B (SCSD) (the "Agreement") as follows:

1. Paragraph 1 of the Agreement is amended in its entirety to read as follows:

> **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2022, 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 (Hold Harmless/Defense/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 DISTRICT 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). For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Except as provided in paragraph 1, above, all other terms and provisions of the Agreement shall remain in full force and effect as originally agreed.

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

SANCHEZ BROTHERS LANDSCAPING, INC.

By_____
Manuel Torres Sanchez, Co-owner, CEO

By_____
Eliud Sanchez, Co-owner

SILVERADO COMMUNITY SERVICES DISTRICT,
a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair
Board of Directors

"DISTRICT"

APPROVED AS TO FORM Office of County Counsel By: *Rebekah Reynolds Wiley* Deputy County Counsel Date: July 25, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

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Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1394

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Introduction of an Ordinance to Amend the Contract with the Board of Administration of the California Public Employees' Retirement System

RECOMMENDATION

Introduction and intention to adopt an ordinance amending Napa County's contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) for unrepresented employees. (No Fiscal Impact)

BACKGROUND

Retirement rates are determined by two factors: the employer rate (which varies annually based on a CalPERS actuarial report) and the employee statutory rate (set by CalPERS).

Although state law was amended to simplify the retirement cost sharing process, the County has been notified that a contract amendment with CalPERS is now required to implement these changes for employees not represented by a collective bargaining agreement.

On July 22, 2025, the Board adopted a resolution directing the Chief Human Resources Officer to begin the process of amending the County's contract with CalPERS. This amendment will change retirement cost-sharing contributions for Unrepresented Management and Confidential employees.

This change aligns with the County's Management Compensation Plan, which guarantees these employees the same terms as those in the Napa Association of Public Employees Public Services Supervisory (PSE Supervisory) Unit MOU. The Board previously affirmed a 0.410% rate reduction for PSE Supervisory employees in Retirement Tiers I and II, bringing their cost share of the employer's rate to 1.936%. This

amendment extends that same 0.410% reduction to Unrepresented Management Miscellaneous, Confidential Miscellaneous, and Safety employees in Retirement Tiers I and II.

Procedure Requirements:

1. Open public hearing

2. Staff report

2. Public comment

3. Motion, second, discuss, and vote

Requested Action:

Conduct a public hearing to introduce an ordinance that would amend Napa County's contract with CalPERS.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

ORDINANCE NO. ____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING AMENDMENT TO THE CONTRACT BETWEEN NAPA COUNTY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO PROVIDE FOR EMPLOYEE COST-SHARING IN SPECIFIED AMOUNTS DURING SPECIFIED TIME PERIODS FOR CLASSIC MEMBERS IN THE NAPA COUNTY UNREPRESENTED MISCELLANEOUS MANAGEMENT, SAFETY MANAGEMENT, AND CONFIDENTIAL GROUPS, FIRST AND SECOND TIER CLASSIC PURSUANT TO GOVERNMENT CODE SECTION 20516

The Napa County Board of Supervisors ordains as follows:

SECTION 1. An amendment to the contract (Napa County Agreement No. 1464) between Napa County and the Board of Administration of the California Public Employees' Retirement System (CalPERS) is hereby authorized, a copy of said amendment is attached hereto, marked as Exhibit "A," and by such reference is made a part hereof as though set out in full.

SECTION 2. The Chair of the Napa County Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of Napa County.

SECTION 3. This Ordinance shall take effect 30 days after its adoption.

SECTION 4. A summary of this Ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 19th day of August 2025, and adopted at a regular meeting of the Napa County Board of Supervisors, State of California, held on the _____ day of August 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Rachel L. Ross (e-signature)* Deputy County Counsel By: */S/ Brandon Aguilera* Code Services Date: August 5, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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 _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Attachment: Exhibit A "Amendment to Contract"

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Napa

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1949, and witnessed December 7, 1948, and as amended effective October 1, 1955, April 1, 1963, January 1, 1965, May, 1, 1969, July 1, 1971, November 8, 1974, January 1, 1976, January 1, 1977, July 27,1978, March 1, 1980, January 1, 1981, January 2, 1982, August 28, 1982, January 1, 1983, March 24, 1984, November 3, 1989, September 26, 1990, June 20, 1992, September 1, 1992, March 21, 1997, May 15, 1999, April 11, 2000, July 21, 2001, April 2, 2003, July 5, 2003, December 18, 2004, January 15, 2005, July 2, 2005, July 1, 2008, May 14, 2011, October 29, 2011, March 11, 2017, and July 1, 2018, and October 26, 2024, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b) and 71624, this contract is hereby amended to add the Trial Court of Napa County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective October 26, 2024, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to October 29, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after October 29, 2011, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to May 14, 2011, age 55 for classic local safety members entering membership for the first time in the safety classification after May 14, 2011, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1949, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

(c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local County Peace Officers (included as local safety members);

   b. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. FIREFIGHTERS.

6. Removal of the exclusion of "Persons Compensated On An Hourly And/Or Per Diem Basis Hired On Or After May 1, 1969," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.

7. Public Agency and the Napa County Food Control and Water Conservation District have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Napa County Food Control and Water Conservation District, pursuant to Section 20567.5 of the Government Code. Such merger is effective as of March 1, 1980. Legislation repealed said Section effective January 1, 1988.

8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after December 18, 2004, shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after December 18, 2004, and not entering membership for the first time in the miscellaneous classification after October 29, 2011, shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).

10. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after October 29, 2011, shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).

11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to May 14, 2011, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

13. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after May 14, 2011, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2% at age 57 Full).

15. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

    c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

    d. Section 21327 (One-Time Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.

    e. Section 20042 (One-Year Final Compensation) for classic local safety members and for those classic local miscellaneous members entering membership on or prior to September 1, 1992.

f. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local miscellaneous members entering membership on or prior to September 1, 1992, and for local safety members entering membership on or prior to March 24, 1984.

g. Section 21024 (Military Service Credit as Public Service).

h. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.

i. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.

j. Section 20475 (Different Level of Benefits): Without Sections 21624 and 21626 (Post-Retirement Survivor Allowance) applicable to local safety members entering membership for the first time with this agency in the safety classification after March 24, 1984.

Section 20475 (Different Level of Benefits): Section 20037 (Three-Year Final Compensation) without Sections 21624 and 21626 (Post-Retirement Survivor Allowance) applicable to local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after September 1, 1992.

Section 20475 (Different Level of Benefits): Section 21363.1 (3% @ 55 Full formula) is applicable to classic local safety members entering membership for the first time with this agency in the safety classification after May 14, 2011.

Section 20475 (Different Level of Benefits): Section 21353 (2% @ 60 Full formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after October 29, 2011.

k. Section 20903 (Two Years Additional Service Credit).

l. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members only.

m. Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service).

n. Section 20503 (To Remove the Exclusion of "Persons Compensated On An Hourly And/Or Per Diem Basis Hired On Or After May 1, 1969," prospectively from April 2, 2003).

o. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members only.

p. Section 21574 (Fourth Level of 1959 Survivor Benefits).

q. From and after January 15, 2005, and until July 1, 2018, Section 20516 (Employees Sharing Cost of Additional Benefits): Section 21362.2 (3% @ 50 Full formula) and Section 21363.1 (3% @ 55 Full formula) for local safety members.

The employee cost sharing contributions are not to exceed 1.711%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond July 21, 2021.

r. Section 20516 (Employees Sharing Additional Cost):

From and after March 11, 2017, and until July 1, 2017, 1.711% for classic local safety members in the Deputy Sheriffs Association and the Deputy Sheriffs Association Supervisory.

From and after July 1, 2017, and until July 1, 2018, 4.466% for classic local safety members and 1.966% for new local safety members in the Deputy Sheriffs Association and the Deputy Sheriffs Association Supervisory.

From and after July 1, 2017, and until July 1, 2018, 0.25% for second tier classic local miscellaneous members in the Public Service Employees group and the Public Service Employees Supervisory group.

From and after July 1, 2017, and until July 1, 2018, 0.25% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after July 1, 2018, 6.892% for classic local safety members and 3.892% for new local safety members in the Deputy Sheriffs Association and the Deputy Sheriffs Association Supervisory.

From and after July 1, 2018, .1% for first tier classic local miscellaneous members in the Public Service Employees group and the Public Service Employees Supervisory group.

From and after July 1, 2018, 0.925% for second tier classic local miscellaneous members in the Public Service Employees group and the Public Services Employees Supervisory group.

From and after July 1, 2018, .035% for new local miscellaneous members in the Public Service Employees group and the Public Service Employees Supervisory group.

From and after July 1, 2018, and until the effective date of this amendment to contract .1% for first tier classic local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after July 1, 2018, and until the effective date of this amendment to contract 0.925% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after July 1, 2018, .035% for new local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after June 27, 2020, 0.956% for first tier classic local safety members in the Unrepresented Safety Management group.

From and after October 26, 2024, and until the effective date of this amendment to contract 2.346% for second tier and third tier classic local safety members in the Unrepresented Safety Management group.

From and after October 26, 2024, 2.837% for new local safety members in the Unrepresented Safety Management group.

From and after October 26, 2024, 2.346% for first tier and second tier classic local miscellaneous members in the Napa County Probation Professionals Association Non-Supervisory Unit and the Napa County Probation Professionals Association Supervisory Unit.

From and after the effective date of this amendment to contract, 1.936% for first tier classic local miscellaneous members in the Unrepresented Miscellaneous Management Group.

From and after the effective date of this amendment to contract, 1.936% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Management group.

From and after the effective date of this amendment to contract, 1.936% for first tier classic local miscellaneous members in the Unrepresented Miscellaneous Confidential group.

From and after the effective date of this amendment to contract, 1.936% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Confidential group.

From and after the effective date of this amendment to contract, 1.936% for second tier classic local safety members in the Unrepresented Safety Management group.

From and after the effective date of this amendment to contract, 1.936% for third tier classic local safety members in the Unrepresented Safety Management group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

18. Public Agency shall also contribute to said Retirement System as follows:

    a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF NAPA

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

"NO HIGHLIGHTING OR NOTATIONS PLEASE EXHIBIT ONLY"
"PLEASE DO NOT SIGN EXHIBIT ONLY"

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1221

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Tara Blakley, Aging and Disability Program Manager

SUBJECT: Adopt a Resolution Amending the In-Home Supportive Services (IHSS) Public Authority's Conflict of Interest Code

RECOMMENDATION

Adopt a Resolution amending the In-Home Supportive Services Public Authority Conflict of Interest Code. (No Fiscal Impact; Discretionary)

BACKGROUND

In 1974, the voters of California approved the Political Reform Act of 1974 (Act), Government Code Section 81000 et seq. Among other things, the Act requires every agency to adopt and promulgate a conflict of interest code (Government Code Section 87300). For this purpose, "agency" includes any local government agency. An agency may adopt its code by incorporating by reference the model conflict of interest code set forth in Section 18730 of Title 2 of the California Code of Regulations.

In each county, the Board of Supervisors, in this case acting as the Governing Board of Directors of the IHSS Public Authority, is the "code-reviewing body" of any local agency, other than a city located entirely within the boundaries of the county, per Government Code Section 82011(b). Additionally, Government Code Section 87303 provides that no conflict of interest code is effective until it has been approved by the code-reviewing body.

Authority Counsel has reviewed the IHSS Public Authority Conflict of Interest Code, last updated May 2, 2023, and determined that an amendment is necessary to change the filing officer from the Public Authority Director to the Election Division of the Assessor-Recorder-County Clerk, consistent with other special districts. Authority Counsel recommends that the IHSS Public Authority approve the amended Conflict of Interest Code

and directs the Clerk of the Board/Secretary of the Authority to give notice of its actions to this affected local agency.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion, and vote to Adopt Resolution

Recommended Action:

Adopt a Resolution amending the In-Home Supportive Services Public Authority Conflict of Interest Code

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is the general fund affected?	No
Consequences if not approved:	Conflict of Interest Code will not be consistent with other Special Districts.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE IN-HOME SUPPORTIVE SERVICES OF NAPA COUNTY PUBLIC AUTHORITY ("PA") AMENDING ITS CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974 (Government Code section 81000, *et seq*.) requires every state and local governmental agency to adopt a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations section 18730) containing a standardized Conflict of Interest Code ("COIC") which may be incorporated by reference into the code of local government agencies; and

WHEREAS, on December 3, 2002, the PA adopted a COIC which incorporated by reference the standardized code authorized by law which may be amended from time to time by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, on May 2, 2023, the PA amended and re-adopted the COIC to include a list of positions that are subject to mandatory disclosure of financial information, entitled "APPENDIX A- Designated Positions-Disclosure Categories"; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the PA's COIC provides for seven categories of disclosure in "APPENDIX B – DISCLOSURE CATEGORIES"; and

WHEREAS, notice of the proposed revisions to the COIC of the County has been given in the manner required by County Resolution No. 24-40; and

WHEREAS, the PA has concluded that it is necessary to amend and readopt its COIC, a copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the In-Home Supportive Services of Napa County Public Authority Governing Body, State of California, as follows:

1. The In-Home Supportive Services of Napa County Public Authority Conflict of Interest Code is amended and readopted in the form set forth as attached Exhibit "A."

2. The amendments described in Exhibit "A" and readoption of the In-Home

Supportive Services of Napa County Public Authority Conflict of Interest Code shall be effective July 1, 2025.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Governing Body for the In-Home Supportive Services Public Authority of Napa County, State of California, at a regular meeting of the Public Authority Body held on the _____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY, a public authority of the State of California

By:
Anne Cottrell, Chair of the Governing Body

APPROVED AS TO FORM Office of Authority Counsel By: : *Douglas Parker (via e-sign)* Date: August 14, 2025	APPROVED BY THE GOVERNING BODY FOR THE IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Secretary for the IHSS PA By:_____

EXHIBIT "A"

IN-HOME SUPPORTIVE SERVICES OF NAPA COUNTY PUBLIC AUTHORITY OF NAPA COUNTY CONFLICT OF INTEREST CODE

Effective July 1,2025

Section 1. Citation and Incorporation of Standard Conflict Of Interest Code.

The Political Reform Act (Govt. Code sec. 81000, *et seq*.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. sec. 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation, the additional provisions set forth below, and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code for In-Home Supportive Services of Napa County Public Authority of Napa County ("PA"). This document and its attached Appendices may together be cited as the In-Home Supportive Services of Napa County Public Authority of Napa County Conflict of Interest Code ("Code").

Section 2. Definitions.

A. The definitions contained in the Political Reform Act and the regulations of the Fair Political Practices Commission, as amended from time to time, are hereby incorporated by reference into this Code.

B. "Filing Officer" shall mean the office or officer with whom any statement or report is required to be filed by the Act or its implementing regulations. If copies of a statement or report are required to be filed with more than one office or officer, the one first named is the filing officer, and the copy filed with the filing officer shall be signed in the original and shall be deemed the original copy. **The Filing Officer for each designated employee is the Elections Division of the Assessor-Recorder-County Clerk.**

C. "Statement of Economic Interests" refers to that document developed by the Fair Political Practices Commission and more commonly known and referred to as "Form 700."

Section 3. Designated Employees.

Individuals holding designated positions shall file their statements of economic interests with the County, through the filing officer, which will make the statements available for public inspection and reproduction (Govt. Code sec. 81008). All statements will be retained by the County. Statements may be retained and made available electronically. The persons holding the positions listed in Appendix "A" are the designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on their economic interests.

Section 4. Disclosure Categories.

The disclosure categories set forth in Appendix "B" specify which kinds of economic interests are reportable. All designated employees shall disclose in their statement of economic interests those

economic interests described in the disclosure category to which they are assigned in Appendix "A." It has been determined that the economic interests set forth in each designated employees' disclosure category are the kinds of economic interests which it is foreseeable the employees could materially affect through the conduct of their offices.

Section 5. Statements of Economic Interests; Place of Filing; Time of Filing.

A. All designated employees shall file statements of economic interests with the Filing Officer. The Filing Officer may implement, consistent with all approvals required and regulations of the Fair Political Practices Commission, an electronic system through which designated employees shall file statements of economic interests.

B. **Initial Statements**. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

C. **Assuming Office Statements**. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

C. **Annual Statements**. All designated employees shall file statements no later than April 1 of each year. If a person reports for military service, as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return

to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status

IN-HOME SUPPORTIVE SERVICES OF NAPA COUNTY PUBLIC AUTHORITY CONFLICT OF INTEREST CODE

APPENDIX A

Designated Positions - Disclosure Categories

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
Members of the PA Governing Body	4
PA Director	2
PA Legal Counsel	2
Members of the PA Advisory Committee	6
Auditor-Controller (Napa County Auditor-Controller, serving ex-officio)	2

Contract Consultants for PA.:

Contract consultants shall be included in the list of Designated Employees and shall disclose their material financial interests in regard to all of the adopted disclosure categories, subject to the following limitation:

The PA Director may determine in writing that a particular contract consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to comply or fully comply with all of the disclosure requirements described in Appendix "B". This written determination shall include a description of the contract consultant's duties and based upon that description, a statement of the extent of disclosure requirements. This determination is a public record and shall be retained for public inspection and be available for inspection and copying in the same location and manner as PA's copy of the Conflict of Interest Code.

APPENDIX B

DISCLOSURE CATEGORIES[1]

CATEGORY 1. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030[2], (ii) all investments as defined in Government Code section 82034[3], (iii) interests in real property as defined in Government Code

[1] The terms contained herein which are defined in the following footnotes apply to all disclosure categories unless otherwise indicated.

[2] "Income" (a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States government or a commodity future registered with the Commodity Futures Trading Commission of the United States government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if the individual is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

[3] "Investment" "Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or their immediate

section 82033[4], and (iv) all business positions as defined in the California Code of Regulations, section 18730, Subsection (b)(7)(D)[5].

CATEGORY 2. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, (iii) interests in real property as defined in Government Code section 82033, and (iv) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D). Gifts for purposes of this category shall not include gifts received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

CATEGORY 3. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D) from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department to which the person is assigned.

CATEGORY 4. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D). Income for purposes of this category shall not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

FN CONT.: family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this title.
No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars ($ 2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater. The term "parent, subsidiary or otherwise related business entity" shall be specifically defined by regulations of the commission.

[4] "Interest in real property" "Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family if the fair market value of the interest is two thousand dollars ($ 2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10- percent interest or greater.

[5] "Business Position Disclosure" When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which the designated employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

CATEGORY 5. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D) from sources that provides, or contracts with the County or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to Napa County, or has contracted with the County or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment within the last two calendar years.

CATEGORY 6. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code section 82030, (ii) all investments as defined in Government Code section 82034, and (iii) all business positions as defined in Title 2 of the California Code of Regulations, section 18730, Subsection (b)(7)(D) from sources that provide, or contracts with the County to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned, or within the previous two calendar years has contracted with the County to supply goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned.

CATEGORY 7. Persons in this category shall disclose all interests in real property located inside the geographic boundaries of the County of Napa or located within two miles of the geographic boundaries of the County of Napa.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-829

TO: Board of Supervisors

FROM: Steven Lederer, Public Works Director

REPORT BY: Danielle Goshert, County Surveyor

SUBJECT: Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road from the St. Helena city limit to just south of Sulman Lane

RECOMMENDATION

Adopt a Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining a right of way for a public trail; and approve and authorize Management Agreement No. 8700 with Napa County Regional Park and Open Space District to operate the retained public trail easement. (No Fiscal Impact)

STAFF REQUESTS A CONTINUANCE TO SEPTEMBER 23, 2025 AT 9:00 AM.

BACKGROUND

The subject resolution affects an approximate 2.5-mile portion of Old Howell Mountain Road, being a 66-foot-wide right-of way easement that was accepted as a public road by the County on August 7, 1867. This portion has been closed since damage was incurred during the storms of 2017 and 2023. The abandonment spans the length from the St. Helena city limit at the south end to a location just south of the intersection with Sulman Lane as shown on the exhibit included in the attached resolution. A Resolution of Intent to Abandon was adopted by the Board on July 22, 2025, which set today's public hearing.

The portion to be abandoned includes electric transmission poles and lines near the northern terminus, therefore in conformance with Streets and Highways Code Section 8340(c), a utility easement is reserved for these in-place public utility facilities. Access to adjoining parcels is not compromised by this abandonment as there are no existing access connections to Old Howell Mountain Road along this segment.

The Board previously indicated a desire to proceed with abandonment that includes the reservation of a trail

easement to utilize the route as a bike/pedestrian facility if an appropriate partner could be found. Such reservation is allowed per Streets and Highways Code Section 8340(d), and the Napa County Regional Park and Open Space District (NCRPOSD) is ready and willing to take responsibility for developing and maintaining the trail. Parks and Public Works will work together to establish parking regulations for a small parking area at the north end of the trail. No parking is intended at the south end. An agreement with NCRPOSD is presented concurrently with this item and incorporates a revision and extension of existing County agreements for management of various existing trails to include Oat Hill Mine Trail, the Napa River and Bay Trail, and Old Howell Mountain Trail, if so abandoned and approved. The agreement was approved by the Parks Board on August 11, 2025.

The requested action, if approved, will result in abandonment of this portion of the public right of way for motorized travel and will retain a utilities easement for in-place PG&E facilities. It will also retain a public trail easement for continued bike/pedestrian access over this route, to be managed by the Napa County Regional Park and Open Space District under the proposed management agreement to facilitate protection of open space and natural resources while providing public outdoor recreational opportunities.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion, and vote on the item

Recommended Actions:

Conduct a public hearing to consider abandonment of Old Howell Mountain Road, adopt a Resolution abandoning Old Howell Mountain Road which reserves easements for in-place public utility facilities and a trail; and Approve and Authorize Agreement No. A-8700 with Napa County Regional Park and Open Space District for trail maintenance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The “road” is comprehensively damaged from various landslides, making it impossible to use without the investment of an estimated $10M. However, the route is beautiful and has great utility as a bike and pedestrian trail.
Future fiscal impact:	The Napa County Regional Park and Open Space District has agreed to operate the route within their existing budget, though the County could be responsible for repairs if a major landslide were to occur in the future.

Consequences if not approved: Residents would not have the benefit of using this amenity.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It can be seen with certainty that there is no possibility the proposed action 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)]. The proposed action involves abandonment of 2.5 miles of OHMR that has no potential to result in a change to the environment and therefore is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Further, 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.]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Clerk of the Board of Supervisors
1195 Third St., Room 310
Napa, CA. 94559

Transfer Tax Not Applicable: RTC 11911
Exempt from Recording Fees: GOV 27383, SHC 8325

RESOLUTION NO._____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ABANDONING A PORTION OF A PUBLIC ROAD (OLD HOWELL MOUNTAIN ROAD)

WHEREAS, Old Howell Mountain Road (formerly South Howell Mountain Road) was described in that certain Road Petition No. 56A on file in the office of the Clerk of the Board; and

WHEREAS, a portion of the 66-foot wide right-of-way described in said Road Petition No. 56A is not necessary for a public roadway because it is no longer needed for vehicular access; and

WHEREAS, vacation of this right-of-way will not cut off access to the property of any person; and

WHEREAS, the Director of Conservation, Planning and Development has determined the abandonment of this right-of-way to be in conformity with the adopted Napa County General Plan; and

WHEREAS, on July 22, 2025, the Napa County Board of Supervisors adopted a resolution declaring the Board's intention to abandon the right-of-way and set a public hearing on the matter for August 19, 2025, at the hour of 9:00AM, or at such time thereafter as reasonably possible; and

WHEREAS, based upon the foregoing recitals the Napa County Board of Supervisors believes that the above-referenced right-of-way should be abandoned as a public road;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors, State of California as follows:

1. Based upon the evidence submitted and after conducting a duly noticed public hearing on the matter, the Board hereby determines that this excess right-of-way, being a portion of Old Howell Mountain Road, as described in Exhibit A and depicted on Exhibit A-1 attached and incorporated here by reference, is unnecessary for present or prospective public use;

2. The Board hereby abandons this excess right-of-way as a public road and highway pursuant to Section 8324 of the Streets and Highways Code;

3. The abandonment is conditioned upon the reservation of an easement for in-place public utility facilities as provided by Streets and Highways Code Section 8340(c) and a non-motorized (nonvehicular per 8340(d)) trail easement retained for future incorporation into a trail system when and if appropriate as provided by Streets and Highways Code Section 8340(d).

4. In accordance with Section 8325 of the Streets and Highways Code, the Clerk of the Board of Supervisors is hereby directed to cause a certified copy of this Resolution, attested by the Clerk under seal, to be recorded in the Office of the Napa County Recorder and from and after the date of such recordation the described road segment shall no longer constitute a public road or highway.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of_____, 20__, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By:_____
Anne Cottrell, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel	Date: _____ Processed By:	By:_____
Date: July 7, 2025	_____ Deputy Clerk of the Board	

EXHIBIT "A"
Legal Description

All that portion of Old Howell Mountain Road, situated in the County of Napa, State of California, being a 66-foot-wide strip of land, the center of which is defined by the occupational centerline of its present location, lying northerly of the City of St. Helena city limit line and southerly of its intersection with Sulman Lane and depicted on the "Plat of Proposed Abandonment" attached hereto and made a part hereof as Exhibit "A-1".

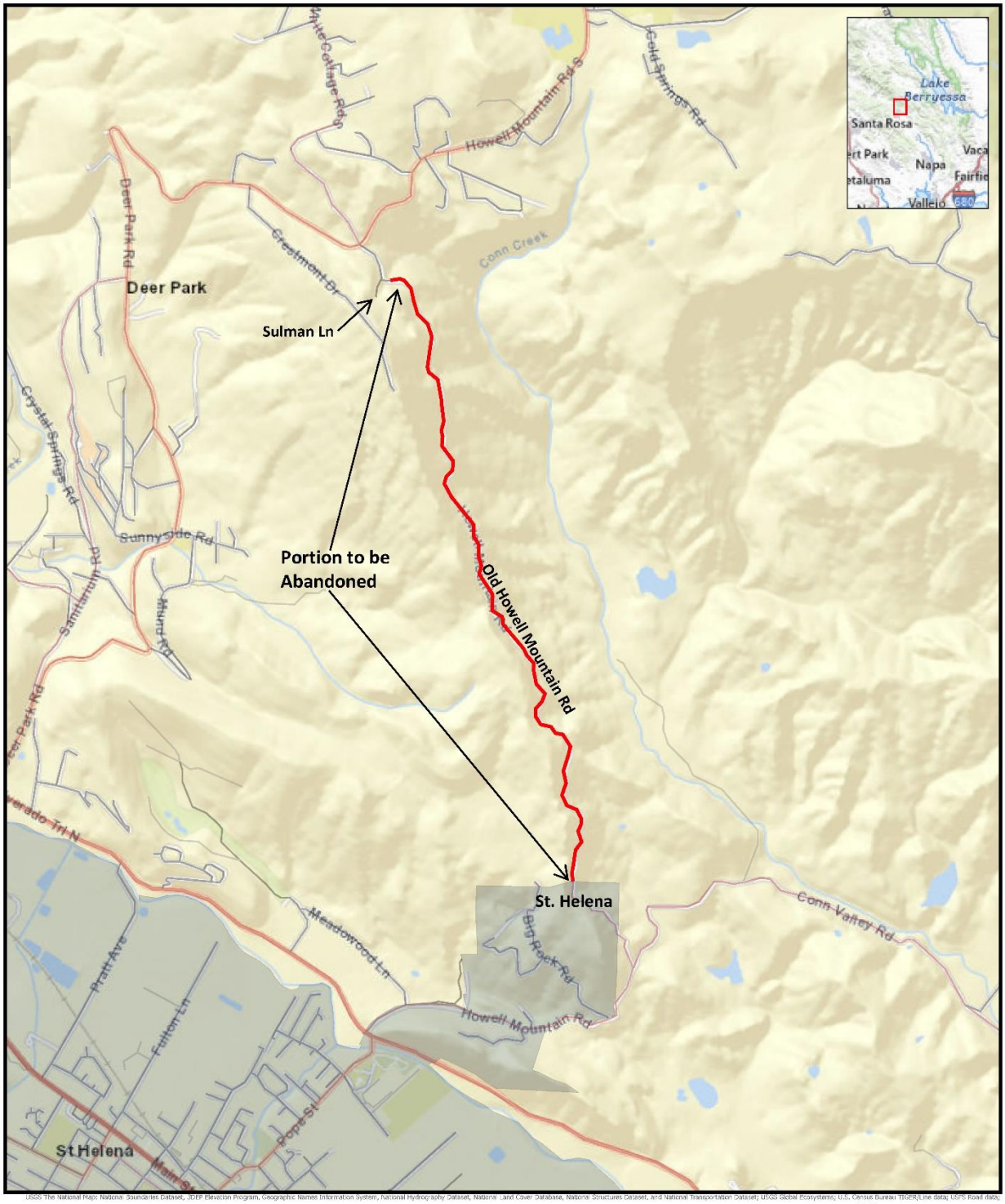


Exhibit 'A-1'

Plat of Proposed Abandonment

0 2.25 4.5 9 mi

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

NAPA COUNTY AGREEMENT NO. A-8700

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT AGREEMENT NO. 25-__

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, COUNTY is the owner of certain real property, rights-of-way, and/or easements upon which it desires to provide public access for park, trail, and open space purposes; and

WHEREAS, DISTRICT is a special district of the State of California, organized under section 5500 et seq of the California Public Resources Code for the purpose of protecting open space and natural resources and providing public outdoor recreational opportunities; and

WHEREAS, pursuant to NAPA COUNTY Grant Agreement No. A-180086B COUNTY annually grants to DISTRICT 80% of COUNTY's Community Investment Fund to be used for parks and open space operations and planning; and

WHEREAS, pursuant to NAPA COUNTY Agreement No. 6781 COUNTY provides DISTRICT with certain administrative, planning, accounting, auditing, legal, treasury and other support services, as authorized by Public Resources Code section 5538.4, for which DISTRICT quarterly reimburses COUNTY its full cost; and

WHEREAS, DISTRICT has managed the public recreational use of COUNTY's Oat Hill Mine Trail since April 2007 consistent with the terms of COUNTY Agreement No. 6782 Exhibit A, Addendum 1; and

WHEREAS, DISTRICT has managed the public recreational use of the Napa River and Bay Trail on a portion of COUNTY's Soscol Ferry Road since April 2010 consistent with the terms of COUNTY Agreement No. 6782 Exhibit A Addendum 2; and

WHEREAS, COUNTY and DISTRICT mutually desire to revise and extend those management agreements by and between themselves previously in effect regarding the Oat Hill Mine Trail and the Napa River and Bay Trail; and

WHEREAS, COUNTY and DISTRICT mutually desire to expand the scope of their management agreements for park, trail, and open space purposes to include those other real properties, rights-of-way, and/or easements incorporated herein.

TERMS

NOW, THEREFORE, COUNTY and DISTRICT agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall continue as long as COUNTY Grant Agreement No. A-180086B, or any successor agreement with substantively similar terms, remains in effect, unless terminated earlier in accordance with Paragraphs 7 (Termination for Cause) or 8 (Termination for Convenience); except that the obligations of the parties under Paragraphs 5 (Insurance) and 6 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of DISTRICT to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraph 13 (Access to Records/Retention).

2. **Scope of Management.** COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational uses those facilities as described more fully in Exhibit "A", attached hereto and incorporated by reference herein.

3. **California Environmental Quality Act (CEQA) Compliance.** DISTRICT shall be CEQA lead agency for any activity undertaken by DISTRICT or on DISTRICT's behalf pursuant to this Agreement.

4. **Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. Excepting those COUNTY employees contracted to DISTRICT by COUNTY pursuant to NAPA COUNTY Agreement No. 6781, DISTRICT and the officers, agents and employees of DISTRICT are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which duties imposed on DISTRICT by this Agreement shall be performed.

5. **Insurance.** COUNTY and DISTRICT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverages:

(a) Workers' Compensation insurance (DISTRICT). To the extent required by law during the term of this Agreement, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. DISTRICT shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance (DISTRICT). DISTRICT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages:

1. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than THREE MILLION DOLLARS ($3,000,000) 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 the DISTRICT or any officer,

agent, or employee of the DISTRICT under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. RESERVED

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with the party's business of not less than ONE MILLION ($1,000,000) combined single limit per occurrence.

(c) Liability insurance (COUNTY). COUNTY shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage:

1. CGL insurance coverage (personal injury only) of not less than THREE MILLION DOLLARS ($3,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person arising from the acts or omissions of the COUNTY or any officer, agent, or employee of the COUNTY under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(d) Certificates. All insurance coverages referenced in 5(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; shall reference this Agreement by its number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT and the COUNTY OF NAPA 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. For the commercial general liability insurance coverage referenced in 5(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 5(b)(3) the parties shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT and the COUNTY OF NAPA, their officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of the parties not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT and/or the COUNTY OF NAPA shall pertain only to liability for activities of the parties under this Agreement, and that the insurance provided is primary coverage to DISTRICT and the COUNTY OF NAPA with respect to any insurance or self-insurance programs maintained by DISTRICT or the COUNTY OF NAPA. 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. Upon request of COUNTY's Risk Manager, the DISTRICT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.,

(e) Inclusion in Subcontracts. DISTRICT agrees to require any 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 5.

6. **Hold Harmless/Defense/Indemnification.**

(a) DISTRICT's Obligation. DISTRICT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, partners or employees.

(b) COUNTY's Obligation. COUNTY shall indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of COUNTY, its officers, agents, partners or employees.

7. **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 thirty (30) 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 ten (10) 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.

8. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than one hundred eighty (180) days prior written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by either party 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.

9. **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.

DISTRICT	COUNTY
NCRPOSD c/o General Manager 1443 Main Street, Suite 135 Napa, CA 94559	Napa County c/o Public Works Director 1195 Third Street, First Floor Napa, CA 94559

10. **Assignment.** A consideration of this Agreement is the personal reputation of DISTRICT; therefore, DISTRICT shall not assign any interest in this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld. Provided, however, DISTRICT may designate employees and independent contractors it deems appropriate to implement this Agreement in its sole and absolute discretion. For purposes of this subparagraph, the consent of COUNTY may be given either by its County Executive Officer or the County Director of Public Works.

11. **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.

12. **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.

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

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

15. **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.

[Remainder of page left blank intentionally]

16. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

The NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California

By_____
CHRISTOPHER M. CAHILL, its General Manager

"DISTRICT"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* Date: July 31, 2025 Doc. No. 135711_2	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board

APPROVED AS TO FORM District Counsel By: Chris Apallas Date: August 4, 2025 Doc. No. 135711_2	ATTEST: District Secretary By: _____	

Exhibit A

Scope of Management

Oat Hill Mine Trail
Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use portions of the Oat Hill Mine Road and Aetna Springs Road.

2. The portion of the Oat Hill Mine Road covered by this Agreement extends from the junction of Highway 29 and Silverado Trail adjacent to the City of Calistoga, to the junction of the Oat Hill Mine Road and Aetna Springs Road.

3. The portion of the Aetna Springs Road covered by this Agreement extends from the junction of the Oat Hill Mine Road and Aetna Springs Road to a point 0.27 miles easterly where Cedar Canyon Creek crosses the road.

4. Improvements covered by this Agreement include installation of informational signage, benches, railings and fencing, erosion control modifications and structures, trail grading to improve drainage and facilitate travel, and other improvements associated with and appropriate for non-motorized recreational trail use.

5. Operation and management activities covered by this Agreement include trimming plants, restoring vegetation, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.

6. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

Napa River and Bay Trail - Soscol Ferry Road
Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use the westernmost approximately 1,100 feet of Soscol Ferry Road which is no longer open for motorized use.

2. The portion of Soscol Ferry Road covered by this Agreement starts at the existing entrance gate for the Napa Sanitation District wastewater treatment facility, and extends westerly through the Soscol Ferry Road right-of-way to the Napa River.

3. Improvements covered by this Agreement include installation of informational signage, repair of fencing, installation of a new pedestrian, minor grading and installation of an all-weather travel surface, as generally described in the Napa River/San Francisco Bay Trail Feasibility Study prepared for the DISTRICT and dated September 5, 2007.

4. Operation and management activities covered by this Agreement include trimming plants, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.

5. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

Old Howell Mountain Trail
Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use the Old Howell Mountain Trail, being a portion of the former Old Howell Mountain Road abandoned as a public road by the Napa County Board of Supervisors on _____, 2025 pursuant to Resolution No. _____.

2. The Old Howell Mountain Trail has a southern terminus at the St Helena city limits and extends northerly along the former Old Howell Mountain Road right of way for approximately 2.5 miles north to a northern terminus at the gated roadway closure adjacent to Sulman Lane.

3. Improvements covered by this Agreement include installation of informational signage, benches, railings and fencing, erosion control modifications and structures, trail grading to improve drainage and facilitate travel, and other improvements associated with and appropriate for non-motorized recreational trail use.

4. Operation and management activities covered by this Agreement include trimming plants, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.

5. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1264

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Daniel Sanchez, Senior Management Analyst

SUBJECT: Transparent Review of Unjust Transfers and Holds (TRUTH Act) Community Forum

RECOMMENDATION

Convene a community forum pursuant to the state Transparent Review of Unjust Transfers and Holds Act (TRUTH Act), which calls for counties to hold annual public forums explaining how County law enforcement worked with Immigration and Customs Enforcement representatives. (No Fiscal Impact)

BACKGROUND

In 2016, the Governor signed into law the Transparent Review of Unjust Transfers and Holds Act, also known as the "TRUTH Act." Beginning in 2018, the TRUTH Act requires the governing body of a local government, such as Napa County, to hold a community forum if a "local law enforcement agency" operated by a local government provided the federal Immigration and Customs Enforcement (ICE) agency with "ICE access" to individuals for civil immigration enforcement purposes during the prior calendar year. (Government Code section 7283.1(d).

The TRUTH Act defines a "local law enforcement agency" as a department that:

1. Enforces criminal laws, regulations, and local ordinances;
2. Operated a jail or juvenile detention facility;
3. Maintains custody of individuals in jail or in a juvenile detention facility; OR
4. Monitors compliance with probation or parole conditions.

In addition, “ICE Access” is defined by the TRUTH Act as any of the following:

1. Responding to an ICE hold, notification or transfer request;

2. Providing ICE with advance notice of detention facility release information that is not otherwise available to the public;

3. Providing ICE with non-public information regarding detention facility release dates, home, or work addresses;

4. Permitting ICE to interview an individual; OR

5. Providing ICE with probation or parole check-in dates and times.

To determine whether a TRUTH Act Community Forum was required, County law enforcement departments were asked to determine if they had provided “ICE Access” during the calendar year 2024. The Napa County Department of Corrections reports having provided ICE Access in the calendar year.

Once it has been determined that a community forum is necessary, statue provides that the community forum be scheduled with a thirty-day advance notice to the public and that law enforcement agencies participating in the forum may provide the governing body with certain information. Specifically, those agencies may provide the number and demographic characteristics of individuals whose information was disclosed to ICE through a hold, transfer, or notification request through other means. Further, the data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information is redacted.

On July 17, 2025 the Napa Register, a newspaper of general circulation in Napa County, published formal notice of the Community Forum in compliance with the thirty-day public notice requirement.

The TRUTH Act report is attached. The Corrections Department report activity and the Napa County Sheriff and Probation Departments do not have any activity to report.

Procedural Requirements:

1. Open Public Hearing

2. Receive Staff Reports

3. Accept Public Comments

4. Close Public Hearing

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	No future fiscal impact.
Consequences if not approved:	If a community forum is not held, the county will be out of compliance with state law.

ENVIRONMENTAL IMPACT

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

Napa County Community Forum

ASSISTANT DIRECTOR OF CORRECTIONS A.J. ALARCÓN
ASSISTANT CHIEF PROBATION OFFICER CRAIG BURCH
SHERIFF OSCAR ORTIZ

AUGUST 19, 2025
1195 THIRD STREET, THIRD FLOOR

COMMUNITY FORUM

- What is the TRUTH Act?
- Action Report – Department of Corrections
- Action Report – Probation Department
- Action Report – Sheriff's Office
- Public Comment / Questions

TRUTH ACT

ASSEMBLY BILL NO. 2792, CHAPTER 768

- AB 2792, Bonta, Local law enforcement agencies: federal immigration policy enforcement: ICE access.
- An act to add Chapter 17.2 (commencing with Section 7283) to Division 7 of Title 1 of the Government Code, relating to local government.
- Approved by Governor on September 28, 2016. Filed with Secretary of State on September 28, 2016.

GOVERNMENT CODE SECTION 7283.1(D)

- Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided federal Immigration and Customs Enforcement (ICE) access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment.
- The local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided and whether the ICE access was provided through a hold, transfer, or notification request or through other means.
- Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

GOVERNMENT CODE SECTION 7283(d)

- ICE Access means, for the purpose of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:
  1) Responding to an ICE hold, notification, or transfer.
  2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
  3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
  4) Allowing ICE to interview an individual.
  5) Providing ICE information regarding dates and times of probation or parole check-ins.

NAPA COUNTY DEPARTMENT OF CORRECTIONS

A.J. Alarcón, Assistant Director of Corrections

NAPA COUNTY DEPARTMENT OF CORRECTIONS

POLICY AND PROCEDURE 604 COOPERATION WITH ICE

- Valid Orders: NCDC shall comply with a valid Detainer (DHS Form I-247A Notice of Action), Federal Warrant or Court Order.
- Interpreters: NCDC staff are prohibited from using immigration authorities as interpreters.
- Responding to ICE Requests:
  - Detainer: Under no circumstance shall an individual be detained past their eligible release date based upon their immigration status.
  - Interview: ICE officers are not allowed inside of the jail to conduct interviews unless:
    - the individual has given consent and signed the appropriate forms acknowledging they understand the interview is voluntary and they have given consent; and
    - the representative of their choosing has been notified.

NAPA COUNTY DEPARTMENT OF CORRECTIONS CONT'D

POLICY AND PROCEDURE 604 COOPERATION WITH ICE

- Responding to ICE Requests Cont'd:
  - Advanced Notice of Proposed Release: NCDC shall provide ICE with advance notice of an individual's anticipated release date and time if:
    - The individual has previously been convicted of a serious felony pursuant to 1192.7 PC or a violent felony pursuant to 667.5 (c) PC; or
    - The individual has been convicted within the past five years of a misdemeanor for a crime that is punishable as either a misdemeanor or a felony for, or has been convicted within the last 15 years of a [specificed] felony; or
    - The individual is currently charged with a serious felony or violent felony, and a magistrate has made a finding of probable cause as to that charge at the preliminary hearing; or

NAPA COUNTY DEPARTMENT OF CORRECTIONS CONT'D

- Responding to ICE Requests Cont'd:
  - Advanced Notice or Proposed Released Cont'd:
    - The individual has previously been convicted of an aggravated felony under federal law; or
    - The individual is identified by ICE as the subject of an outstanding federal felony arrest warrant; or
    - The individual is currently a registrant on the California Sex and Arson Registry.
  - Notice of ICE Request: Upon receipt of any ICE detainer, interview, or notification request, NCDC shall provide a copy of the request to the individual and their chosen representative and inform them whether the department intends to comply with the request.

Examples of Previous Convictions

Violent/Serious Crimes – PC 667.5 and/or 1192.7

- Murder
- Attempted Murder
- Criminal Street Gang
- Carjacking
- Rape by Means of Force, Duress, Menace or Fear of Immediate Injury
- Assault with Deadly Weapon on Peace Officer
- Continuous Sexual Abuse of Child

Examples of Past Misdemeanors & Felonies

- Entice minor into prostitution
- Advertising Child Pornography
- Felony Child Neglect
- First Degree Burglary
- DUI with Priors or Bodily Injury
- Possess Firearm while Committing Felony
- Malicious Discharge of Firearm from Vehicle
- Human Trafficking
- Felony Hit and Run Involving Injury

Examples of Federal Aggravated Felonies Pursuant to 8 U.S.C. 1101(43)

- Murder
- Rape
- Illicit Trafficking of Controlled Substances
- Domestic Abuse by a Habitual Offender
- Sexual Exploitation of Children
- Sex Trafficking of Children by Force, Fraud or Coercion
- Interstate Transport of Minors for Prostitution

NCDC ACCESS DATA REPORT, 2024

TYPE OF ACCESS	INCIDENTS OF ACCESS
Requests Received	158
1. Responding to ICE hold, notification or transfer	36
2. Providing notification of release	36
3. Providing non-publicly available information	36
4. Allowing interview	0
5. Attorney Requested	0
6. Providing information about probation or parole check-ins	0
Taken Into Custody By ICE	7

- 1 – Responding to an ICE hold, notification, or transfer (NCDC began cooperating with the I-247A Form on July 27, 2019).*
- 2 – Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.*
- 3 – Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
- 4 – Allowing ICE to interview an individual.
- 5 – Attorney requested by Incarcerated Person
- 6 – Providing ICE information regarding dates and times of probation or parole check-ins.
- *Received an I-247A Form and responded with a release date and time.

NCDC ACCESS DATA REPORT CONT'D

In summary:

- NCDC does not respond to the ICE request until the inmate is eligible for release from the facility, or if they are pending transfer to another local or state facility.
- When criteria was met, NCDC responded to ICE requests 36 times;
- ICE took custody of 7 inmates from NCDC;
- ICE did not take into custody 29 inmates that met the criteria.

DATE ICE ACCESS WAS GRANTED

Booking Date	Release Date	Individual Immigration Eligible	ICE Interview Requested	Release to ICE
01/02/2024	03/11/2024	Yes	No	No
01/17/2024	03/21/2024	Yes	No	No
01/17/2024	01/18/2024	Yes	No	No
02/03/2024	06/26/2024	Yes	No	No
03/31/2024	04/03/2024	Yes	No	No
04/02/2024	06/20/2024	Yes	No	No
04/03/2024	06/21/2024	Yes	No	No
04/20/2024	04/23/2024	Yes	No	No
04/28/2024	08/05/2024	Yes	No	No
05/20/2024	05/21/2024	Yes	No	No
05/26/2024	05/29/2024	Yes	No	No
06/15/2024	06/18/2024	Yes	No	No
07/06/2024	07/11/2024	Yes	No	No
07/08/2024	10/04/2024	Yes	No	No
07/12/2024	11/04/2024	Yes	No	Yes
08/01/2024	10/08/2024	Yes	No	Yes
08/04/2024	12/03/2024	Yes	No	No
08/08/2024	08/15/2024	Yes	No	Yes
08/14/2024	08/16/2024	Yes	No	No
08/16/2024	08/19/2024	Yes	No	No
08/20/2024	09/04/2024	Yes	No	No
08/24/2024	08/27/2024	Yes	No	No
08/25/2024	09/10/2024	Yes	No	Yes
08/26/2024	10/06/2024	Yes	No	Yes
09/13/2024	10/26/2024	Yes	No	No

DATE ICE ACCESS WAS GRANTED (Continued)

Booking Date	Release Date	Individual Immigration Eligible	ICE Interview Requested	Release to ICE
09/19/2024	09/28/2024	Yes	No	No
09/22/2024	11/04/2024	Yes	No	Yes
09/22/2024	12/19/2024	Yes	No	No
09/25/2024	10/23/2024	Yes	No	Yes
09/28/2024	10/24/2024	Yes	No	No
10/14/2024	11/08/2024	Yes	No	No
10/18/2024	11/30/2024	Yes	No	No
10/28/2024	10/30/2024	Yes	No	No
10/28/2024	10/30/2024	Yes	No	No
11/08/2024	11/09/2024	Yes	No	No
11/15/2024	11/26/2024	Yes	No	No

NCDC TRUTH ACT DEMOGRAPHICS

	Access Provided to ICE	Age	NCDC Responses	Total Access
Asian				
Male	0	0	0	0
Female	0	0	0	0
Black				
Male	0	0	0	0
Female	0	0	0	0
Hispanic				
Male	6	26, 40, 31, 38, 31, 44	6	6
Female	1	44	1	1
White				
Male	0	0	0	0
Female	0	0	0	0
Total	7		7	7

NAPA COUNTY PROBATION DEPARTMENT

Amanda Gibbs, Chief Probation Officer

NAPA COUNTY PROBATION DEPARTMENT ACCESS DATA REPORT, 2024

TYPE OF ACCESS	INCIDENTS OF ACCESS
Requests Received	0
1. Responding to ICE hold, notification or transfer	0
2. Providing notification of release	0
3. Providing non-publicly available information	0
4. Allowing interview	0
5. Providing information about probation or parole check-ins	0
Taken Into Custody By ICE	0

NAPA COUNTY SHERIFF'S OFFICE

Oscar Ortiz, Sheriff / Coroner



NAPA COUNTY SHERIFF'S OFFICE

POLICY 413

- Equal enforcement of the law and equal service to members of the public – increases the effectiveness of the Office in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.
- Deputies shall not inquire into an individuals immigration status.
- Deputies shall not detain any individual, for any length of time, for a civil or criminal violation of federal immigration laws.
- Absent an urgent issue of officer safety or other emergency circumstances, requests by federal immigration officials for assistance should be directed to a supervisor. Requested assistance would only occur consistent with the California Values Act (Government Code Section7284.2 et. seq.).

NAPA COUNTY SHERIFF'S OFFICE ACCESS DATA REPORT, 2024

TYPE OF ACCESS	INCIDENTS OF ACCESS
Requests Received	0
1. Responding to ICE hold, notification or transfer	0
2. Providing notification of release	0
3. Providing non-publicly available information	0
4. Allowing interview	0
5. Providing information about probation or parole check-ins	0

QUESTIONS


DEPARTMENT OF CORRECTIONS
NAPA COUNTY
CALIFORNIA
ESTABLISHED 1975


NAPA COUNTY
PROBATION DEPARTMENT
THE GREAT SEAL OF THE STATE OF
CALIFORNIA
EUREKA


NAPA COUNTY
SHERIFF
THE GREAT SEAL OF THE STATE OF
CALIFORNIA
EUREKA

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

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1481

TO: Board of Supervisors

FROM: Brian D. Bordona, Director - Planning, Building, and Environmental Services

REPORT BY: Michael Parker - Planning Manager

SUBJECT: General Plan & Zoning Code Update to achieve consistency with the 2024 updated Airport Land Use Compatibility Plan

RECOMMENDATION

Conduct a public hearing to consider the Planning Commission's recommendation from July 16, 2025 to find the proposed General Plan and Zoning Code Update implements the programs and policies of the ALUCP, is within the scope of the activities and impacts identified and analyzed in the ALUCP's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects have been found, and no new mitigation is necessary; adopt a Resolution to amend the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan; and adopt an Ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024 by the Airport Land Use Commission (ALUC). (No Fiscal Impact)

BACKGROUND

On December 4, 2024, the ALUC adopted the updated ALUCP for Angwin Airport-Parrett Field and Napa County Airport. The adopted ALUCP can be accessed at the following link: <https://www.countyofnapa.org/DocumentCenter/View/35937/Napa-Countywide-ALUCP---Complete-Version?bidId=>

After adoption of revisions to an ALUCP, State law gives local jurisdictions 180 calendar days to amend their general plan, specific plans, zoning ordinances, and facilities master plans, as necessary, to be consistent with the amended ALUCP. Once the General Plan and Zoning Codes are revised and deemed consistent, then only certain more substantive land use actions require ALUC review.

A general plan and zoning code does not need to be identical with the ALUCP to be consistent with it. To meet the consistency test, a General Plan must do two things:

1) it must specifically address compatibility planning issues, either directly or through reference to a zoning ordinance or other policy document; and
2) it must avoid direct conflicts with compatibility planning criteria.

Napa County has addressed compatibility planning issues by referencing the updated ALUCP. The Zoning Code Airport Compatibility Combination District (Napa County Code Chapter 18.80) was updated to reflect the new compatibility zones and details those uses which can be deemed Compatible, Conditionally Compatible, and Incompatible for development within the Napa County Airport and Angwin Airport- Parrett Field's Airport Influence Areas (AIAs).

The proposed general plan amendment and zoning code amendments do not change the geographical area where Airport Land Use Compatibility Plan policies apply. When both the General Plan and Zoning Code have been amended and deemed compatible, these actions facilitate transfer of authority for ALUCP compliance determination for general discretionary applications within the Airport Influence Area (AIA) from the Napa County Airport Land Use Commission to Napa County. However, all General Plan, Zoning Ordinance, Subdivision Ordinance, Specific Plan and building regulation amendments and other Major Land Use Actions that affect properties within Airport Compatibility zones will still require separate ALUC review and approval.

Planning Commission Recommendation:

On July 16, 2025, the Planning Commission held a properly noticed public hearing where in a unanimous 5-0 vote, the Commission considered and recommended the Board of Supervisors:

1. Find the proposed General Plan and Zoning Code Update implements the programs and policies of the ALUCP, is within the scope of the activities and impacts identified and analyzed in the ALUCP's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects have been found, and no new mitigation is necessary;
2. Adopt a resolution amending the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan to achieve consistency with the ALUCP adopted by the Napa County Airport Land Use Commission (ALUC) on December 4, 2024; and
3. Adopt an ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024 by the ALUC.

Airport Land Use Commission Consistency Determination:

On August 6, 2025, the Airport Land Use Commission conducted an Airport Land Use Compatibility Review and Consistency Determination for the proposed Napa County General Plan and Zoning Code Updates, as required pursuant to the State Aeronautic Act and Public Utilities Code (PUC) Section 21676.

In a unanimous 6-0 vote, the ALUC found the proposed updates to the Napa County General Plan and Zoning Code consistent with the 2024 ALUCP.

Noticing:

Pursuant to Government Code Section 65352.3, prior to the adoption or any amendment of a county's general plan, the county shall conduct consultations with California Native American tribes that are on the contact list maintained by the Native American Heritage Commission for the purpose of preserving or mitigating impacts to places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code that are located within the city or county's jurisdiction.

In compliance with these codes, notice of the proposed general plan and zoning code changes were sent to California Native American Tribes on May 20, 2025. No comments or requests for consultation were received.

Public Comment:

As of the drafting of this Staff Report, no comments have been received.

Requested Action:

Today's requested action is that the Board of Supervisors:

1. Find the proposed General Plan and Zoning Code Update implements the programs and policies of the ALUCP, is within the scope of the activities and impacts identified and analyzed in the ALUCP's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects have been found, and no new mitigation is necessary;

2. Adopt a resolution amending the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan to achieve consistency with the ALUCP adopted by the Napa County Airport Land Use Commission (ALUC) on December 4, 2024; and

3. Adopt an ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024 by the ALUC.

Decision Making Options:

Option 1: That the Board adopt both the attached Resolution Amending the General Plan and the attached Ordinance amending Chapter 18.80 of the County Code (Staff Recommendation).

Disposition - This option would make the Napa County General Plan and Chapter 18.80 of County Code consistent with the ALUCP adopted by the ALUC on December 4, 2024. The proposed General Plan Amendment and proposed Ordinance amendment implements policies that were previously evaluated and are within the scope of the Negative Declaration prepared for the ALUCP (State Clearinghouse No. 2024060773) adopted on December 4, 2024. No new mitigation measures and no new environmental effects would occur and none of the conditions require preparation of a subsequent Negative Declaration or further environmental review.

Action Required - Follow the proposed actions listed in the "Requested Action" section above.

Option 2: Revise the Request

Disposition - This option allows the Board of Supervisors to modify aspects of the proposed General Plan Amendment and proposed Ordinance amending Chapter 18.80.

Action Required - Follow proposed actions listed in the "Requested Action" section above and recommend amendments to the General Plan and Ordinance. This option may result in the public hearing being continued to a future date if significant revision is required, and may require re-review by both the Planning Commission and the ALUC.

Option 3: Recommendation to Deny the Proposed General Plan Amendment and Ordinance Update.

Disposition - In the event the Board does not support the General Plan Amendment and Ordinance Update, the Board would vote to recommend denial. The Board should articulate why it does not recommend amending the General Plan and update to Chapter 18.80 of County Code. A denial recommendation would result in the Napa County's Agricultural Preservation and Land Use Element and Community Character Element of the County's General Plan remaining status quo and the General Plan being inconsistent with and out of compliance with the ALUCP. The County would therefore be out of compliance with California Government Code Section 65302.3, which requires counties to have their general plans, specific plans, and land use regulations be consistent with

the Airport Land Use Compatibility Plans.

Action Required - Board motion, second, and vote to recommend denial of the General Plan Amendment and Ordinance Update.

Option 4: Continuance Option

The Board may continue the item to a future hearing date at its own discretion.

Procedural Requirements:

1. Chair introduces item.
2. Open Public Hearing.
3. Staff report.
4. Public comments.
5. Close Public Hearing.
6. Motion, second, discussion, and vote to approve the Request.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	On December 4, 2024, the ALUC adopted the updated ALUCP for Angwin Airport-Parrett Field and Napa County Airport. After adoption of an ALUCP revision, State law gives local jurisdictions 180 calendar days to amend their general plan, specific plans, zoning ordinances, and facilities master plans, as necessary, to be consistent with the amended ALUCP. If not approved, the County would be out of compliance with State law.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed General Plan Amendment and proposed Ordinance implements policies that were previously evaluated and are within the scope of the Negative Declaration prepared for the ALUCP (State Clearinghouse No. 2024060773) adopted on December 4, 2024. No new mitigation measures and no new environmental effects would occur and none of the conditions requiring preparation of a subsequent Negative Declaration or further environmental review under CEQA Guidelines Section 15162 apply. This project is not on any list of hazardous waste sites enumerated under Government Code Section 65962.5.

Initial Study/Negative Declaration

Draft Update to the 2024 Napa Countywide Airport Land Use Compatability Plan (ALUCP)

OCTOBER 2024

State Clearinghouse # 2024060773

Prepared for:

NAPA COUNTY
1195 Third Street
Napa, California 94559
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Prepared by:

DUDEK

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Printed on 30% post-consumer recycled material.

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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
ALP	Airport Layout Plan
ALUC	Airport Land Use Commission
ALUCP	Airport Land Use Compatibility Plan
AIA	Airport Influence Area
CEQA	California Environmental Quality Act
CNEL	Community Nosie Equivalent Level
du/ac	Dwelling units per acre
IS	Initial Study
ND	Negative Declaration

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1 Introduction

1.1 Purpose of Document

The update to the Napa Countywide (County) Airport Land Use Compatibility Plan (ALUCP) has been prepared by the Napa County Engineering and Conservation Division, acting in capacity of staff the County's Airport Land Use Commission (ALUC). The 2024 ALUCP applies to lands around the two public-use airports in the county: the Angwin Airport (Parrett Field) and the Napa County Airport. This initial study (IS) was prepared in accordance with the California Environmental Quality Act (CEQA) to determine if the policies and criteria proposed in the 2024 ALUCP would result in significant environmental impacts .

The purpose of the ALUCP is "to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses (Pub. Res. Code § 21000 et seq.)." The intent of the ALUCP is to discourage the expansion or introduction of incompatible land uses within an airport's area of influence. ALUCPs are reviewed to ensure consistency with existing general plans, specific plans, zoning ordinances, building regulations, and certain individual development actions of local agencies. Specifically, the plan addresses noise, safety, airspace protection, and overflight notification zones .

1.2 Document Format

The IS includes seven sections:

Introduction. The Introduction provides an overview of the project and states the project purpose. It includes an overview of the role of the Napa County Airport Land Use Commission and describes the CEQA process as it pertains to the ALUCP.

Environmental Setting. The Environmental Setting section describes the ALUCP region and relevant information regarding public County airports and surrounding areas.

Project Description. This section summarizes information contained in the ALUCP.

Analysis of Potentially Displaced Development. This section discusses the policies and criteria of the ALUCP which may displace potential future development should the Draft document be adopted and implemented.

Environmental Factors Potentially Affected. This section contains the CEQA environmental analysis checklist and rationale for determining impacts.

Determination. This section contains ALUC's official determination that, as demonstrated in this IS, the proposed 2024 ALUCP would not have a significant effect on the environment.

List of Preparers. This section lists the individuals responsible for preparing the IS.

1.3 ALUCP Statutory Framework

The State Aeronautics Act (Pub. Util. Code, § 21670 et seq.) was amended in 1967 to require the establishment of airport land use commissions in counties with one or more airports serving the general public. Section 21670 of the Public Utilities Code outlines the goals and purpose behind this requirement, and describes the extent to which the statute applies:

A1. It is in the public interest to provide for the orderly development of each public use airport in this state and the area surrounding these airports so as to promote the overall goals and objectives of the California airport noise standards adopted pursuant to Section 21669 and to prevent the creation of new noise and safety problems.

A2. It is the purpose of this article to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

B. In order to achieve the purposes of this article, every county in which there is located an airport which is served by a scheduled airline shall establish an airport land use commission. Every county, in which there is located an airport which is not served by a scheduled airline but is operated for the benefit of the general public, shall establish an airport land use commission.

In summary, the ALUC statutory mandate was enacted to inform future land use planning efforts and minimize incompatible land uses in proposed developments. The mandate seeks to protect the general public from hazards due to noise and flight, as well as inadequate safety measures and airspace protection. The statue empowers ALUCs to enact restrictions and specifications for future development surrounding the height of objects in airport vicinity (both naturally occurring and man-made structures), noise standards for the relevant airport vicinity, and other development features to prevent undue public health risk. However, ALUCs, and the ALUCP, have no authority over current land uses, nor do they hold authority over airport operations (Pub. Util. Code §§ 21674 (a) and (e)).

1.4 Airport Land Use Commission for Napa County

The Napa County ALUC was established in the 1970s (at that time consisting of the Planning Commission and Airport Advisory Committee). The Napa County ALUC operates under the "Designated Body" format described by the ALUC statutes (Pub. Util. Code § 21670.1(a)). The ALUC is comprised of the five (5) Napa County Planning Commissioners and two (2) at-large members with aviation expertise, appointed by the Board of Supervisors.

The Napa County ALUC is tasked with approving and guiding the development and implementation of the ALUCP. The ALUC also reviews regulations and policies of airport operators and local agencies to ensure compliance with the adopted ALUCP. Specifically, this involves collaborating with local agencies to ensure future development is compatible with the land uses articulated in the ALUCP. According to statue, the ALUC is tasked with "planning at the state, regional and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare" (Pub. Util. Code, § 21674(b)).

However, the ALUC is limited in its authority under the following statues:

1. ALUCs do not hold authority over existing land uses. This restriction on authority exists regardless of whether such land uses are compatible with the activities and operations of the airport (Pub. Util. Code, § 21670 (a)(2) and § 21674(a));

2. ALUCs do not have authority over airport operations (Pub. Util. Code, §21674(e). However, ALUCs do hold authority over the development of land for non-aviation related purposes.

3. ALUCs do no hold authority over federal lands controlled by any federal agency or by Federally-recognized American Indian tribes.

Local agencies overseeing land within an Airport Influence Area, or AIA, are required to ensure their general plan is consistent with the ALUCP. However, the ALUC's determination may be overruled by a two-thirds majority vote by a local governing body, if findings are consistent with the criteria set forth in Article 3.5 of the State Aeronautics Act (Pub. Util. Code, §§ 21675.1(d), 21676, 21676.5(a)). However, ALUC statutes indicate that if a local agency other than the airport owner overrules the ALUC, the agency owning and operating the airport "shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the local agency's decision to overrule (Public Utilities Code Sections 21678 and 21675.1(f).).

Once adopted by the Napa County ALUC, the ALUCP will serve as the guiding document under which the ALUC enacts its authority to review proposed land use development within airport vicinity. This 2024 Napa Countywide Airport Land Use Compatibility Plan (ALUCP) will update and entirely replace the ALUCP adopted by the Napa County Airport Land Use Commission (ALUC) in April 1991 and most recently amended in December 1999.

1.5 CEQA Compliance

The California Environmental Quality Act (CEQA) applies to projects carried out, funded or approved by state or local government agencies (Pub. Res. Code § 21000 et seq.). CEQA requires that all potential environmental impacts of a proposed discretionary project be analyzed prior to its implementation. Under CEQA, adoption of local land use planning documents, including ALUCPs, are considered proposed discretionary projects.[1]

The CEQA Guidelines state that the "Lead Agency" is "the public agency which has the principal responsibility for carrying out or approving a project (14 Cal. Code Regs. § 15367)." Therefore, the ALUC is the lead agency responsible for compliance with CEQA for the proposed project.

This IS contains the information required under Section 15063 of the CEQA Guidelines (14 Cal. Code Regs. § 15063). The required contents include a project description, identification of the environmental setting, a checklist identifying potential environmental effects, plans and other land use controls, and a list of all persons associated with the preparation of the IS.

As described in this IS, there is no substantial evidence in the record that the proposed 2024 ALUCP would result in a significant effect on the environment. Therefore, the County proposes the adoption of a Negative Declaration (ND).

[1] *Muzzy Ranch Co. v. Solano County Airport Land Use Commission* (2007) 41 Cal.4th 372

1.6 Public Review Process

The IS and proposed ND ~~will be~~ was circulated for public review for a period of 30 days, pursuant to CEQA Guidelines Section 15073(a). The ALUC ~~will~~ provided public notice at the beginning of the public review period, on June 17, 2024.

Comments shall be submitted by the deadline established in the Notice of Intent to Adopt a Negative Declaration circulated by the ALUC. The Notice of Intent also includes the contact information for submitting comments, and where the IS and supporting documents, including the proposed 2024 ALUCP, can be reviewed.

Following the close of the 30-day review period, the ALUC will consider the IS/ND and all comments regarding environmental issues. At the scheduled public hearing, date yet uncertain, the ALUC shall adopt the proposed ND if it finds that there is no substantial evidence that the 2024 ALUCP would have a significant effect on the environment. The ALUC shall consider approval of the proposed 2024 ALUCP following adoption of the ND.

Seven comment letters were received during the 30-day public review period. These comments, as well as eleven additional comments on the Draft 2024 ALUCP received before or after the ND public review, are included in Attachment B to the Draft 2024 ALUCP. Attachment B also includes responses to the comments and notes where minor changes to the Draft ALUCP are proposed to address the issues raised. Of the seven comment letters received during the ND comment period, only two letters (California Department of Fish and Wildlife, dated July 10, 2024, and City of American Canyon Fire Protection District, dated July 16, 2024) directly reference the contents of the Negative Declaration. As noted in the responses in Appendix B, the issues raised do not require changes to the Negative Declaration.

This Final ND includes minor edits to address changes to the Draft 2024 ALCUP that have occurred since the ND was circulated in June 2024. These minor changes do not result in new potentially significant impacts to the environment. As such, these changes do not constitute a "substantial revision" within the meaning of CEQA Guidelines Section 15073.5, and recirculation of the ND is not required.

2 Environmental Setting

2.1 Airport Background and Airport Master Plans

The 2024 Napa Countywide ALUCP applies to lands around the two public-used airports in the county: the Napa County Airport, and the Angwin Airport—Parrett Field. Napa County Airport is a public-use reliever airport, whereas Angwin Airport – Parrett Field is a public-use, privately-owned airport. In accordance with state law, the current and planned physical features and operational characteristics of each airport having implications for land use compatibility have been considered in the preparation of this ALUCP. The airport plan status differs for each airport in Napa County.

Angwin Airport – Parrett Field

Angwin Airport – Parrett Field is a privately owned, public-use general aviation facility owned and operated by Pacific Union College (college), located one nautical mile from the business district of Angwin, CA in central Napa County. Angwin Airport– Parrett Field does not have a formal master plan. However, Napa County completed a Master Plan Feasibility and Alternate Site Selection Study—Angwin Airport/Parrett Field in 2010 that addressed whether the existing airport would meet long-term general aviation needs in the upper Napa Valley and included the development of an Airport Layout Plan (ALP) in late 2009. The college acknowledged in an April 21, 2023, letter that the 2009 ALP is an accurate representation of the airport's existing conditions. Furthermore, although the college has no existing plans for future development, they concurred that the ultimate conditions shown on the ALP can serve as the basis for the Napa Countywide ALUCP future conditions. This ALP was accepted by the Caltrans Division of Aeronautics in November 2023 as the basis of this Angwin Airport – Parrett Field Land Use Compatibility Plan. The information contained in the 2009 ALP and supplemental data provided by airport personnel serve as the foundation for this ALUCP. The 2009 ALP calls for increasing the runway length from the current 3,217 feet to 4,317 feet by adding to the Runway 16 (south) end and moving the runway threshold on the Runway 34 end. It also calls for increasing the runway width from 50 to 75 feet. This runway design change directly affects the airport's compatibility zone boundaries.

Napa County Airport

Napa County Airport is a general aviation facility owned and operated by Napa County. The Airport is located south of the City of Napa, and northwest of the City of American Canyon, less than two miles from the Napa River. The County of Napa adopted a master plan for Napa County Airport in March 2007. Since publication of the master plan, updates have been made to the ALP drawing to reflect recent and newly proposed construction projects. The current ALP was approved by the Federal Aviation Administration (FAA) in May 2016. The information contained on the 2016 ALP, together with supplemental information provided in the 2007 Master Plan and by airport personnel, form the foundation for this Airport Land Use Compatibility Plan (ALUCP) for Napa County Airport. The 2016 ALP was approved by the Caltrans Division of Aeronautics for compatibility planning purposes in November 2023.

2.2 Project Sites and Surrounding Uses

As discussed, the two public-used airports in the county are the Napa County Airport, and the Angwin Airport—Parrett Field. The Airport Influence Area (AIA) for each of the airports, as defined herein, extends roughly 1.5 to 4 miles

from the airport runways. These influence areas encompass lands within three local government jurisdictions in Napa County: Napa County, City of Napa, and City of American Canyon. These three local government jurisdictions—together with, any city, special district, school district, or community college district in Napa County that exists or may be established or expanded into any of the two Airport Influence Areas defined by this ALUCP—are subject to the provisions of the plan. Figure 1 shows the location of Angwin Airport and its AIA. Figure 2 shows the location of Napa County Airport and its AIA.

Angwin Airport: Location

Angwin Airport-Parrett Field is a 60-acre general aviation facility located adjacent to the unincorporated community of Angwin, approximately 20 miles north of the City of Napa. Owned and operated by Pacific Union College, the airport is open to the public and primarily serves Angwin and surrounding areas in central and northern Napa County. The airport is situated on Howell Mountain at an elevation of 1,875 feet mean sea level, with Napa Valley to the west and Pope Valley to the east. Ground elevations in most of the airport vicinity are lower than the airport elevation except to the northwest where a mountain ridge, approximately four miles to the northwest, reaches nearly 1,000 feet above the airport elevation.

Angwin: Surrounding Land Uses

The community of Angwin, including the Pacific Union College, to the west comprises the major area of development near Angwin Airport-Parrett Field. The areas to the north and east have scattered vineyards but are mostly undeveloped and heavily wooded land. To the south are vineyards and scattered residential land uses. County of Napa land use plans show additional residential uses and some future nonresidential areas west of the airport. Planned land uses reflect existing land use patterns. Figure 3 illustrates planned land use designations as reflected in the 2008 General Plan for Napa County.

Napa County Airport: Location

Napa County Airport is an 820-acre public, regional aviation facility serving Napa Valley and surrounding areas in the northern San Francisco Bay Area. The airport is owned and operated by the County of Napa and is located in Napa Valley, which is approximately 50 miles northeast of San Francisco, California. The airport is situated approximately 5 miles south of the City of Napa city center and two miles north of the American Canyon city center.

Napa County Airport: Surrounding Land Uses

Napa County Airport is situated in southern Napa County between the Cities of Napa and American Canyon. The airport was once surrounded by little other than agricultural and wetlands; however, over the last 30 years extensive light industrial, warehousing, and business park uses have been developed east of the airport along Highway 29. Today, surrounding lands contain a mixture of agricultural and wetlands to the west and southwest and industrial land uses to the north, east, and southeast. Within the City of Napa to the north and northwest, land use designations include agricultural, hospitality commercial, business park, and the Napa Pipe Mixed-Use Planned Development (north of Highway 29). Planned land uses reflect existing land use patterns. The City of American Canyon, which was incorporated in 1992, has experienced more industrial development immediately south of the airport. Vacant land remains available for industrial development in this area. The nearest residential uses are approximately two miles south of the airport property. Figure 4A and Figure 4B illustrate planned land use designations as reflected in the 2008 General Plan for Napa County, and the 2022 General Plan for the City of Napa and the 1994 General Plan for the City of American Canyon, respectively.

The airport has few documented noise complaints (see Draft ALUCP Chapter 6). The complaints that do occur are generally to the west in unincorporated Napa County along Milton Road. This area is subject to frequent overflight by aircraft operating southwest of the airfield. Noise complaints also occur to the north within the City of Napa and appear to result from times when the traffic pattern extends farther from the airport because of high traffic volume, or perhaps from aircraft on a low-altitude circling approach to Runway 19R. Nearby uses remain largely compatible with airport activities.

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3 Project Description

The proposed project for the purposes of this Initial Study is the 2024 Napa Countywide Airport Land Use Compatibility Plan (ALUCP) update. A draft of the ALUCP will be circulated for public review concurrent with the circulation of this Initial Study. Section 1.6 provides additional information as to where to view the Draft ALUCP and how to issue a public comment. The Draft ALUCP is incorporated by reference into this Initial Study.

3.1 Project Objectives

The 2024 ALUCP applies to lands around the two public-used airports in the county: the Napa County Airport, and the Angwin Airport—Parrett Field. Napa County Airport is a public-use reliever airport, whereas Angwin Airport – Parrett Field is a public-use, privately-owned airport. In accordance with state law, the current and planned physical features and operational characteristics of each airport having implications for land use compatibility have been considered in the preparation of this ALUCP. The 2024 ALUCP includes the following project objectives:

1. To maintain the viability of the Airport by safeguarding it from further encroachment by incompatible land uses that limit its ability to meet its functions and purpose.

2. To protect the wellbeing of the general public and lands around the Airport by ensuring a development pattern that is compatible with airport operations and limits, to the extent practicable, the noise and other adverse impacts experienced by the community.

3. To prevent development that will adversely impact the quantity and quality of navigable airspace in the Airport environs.

4. To provide guidelines for local land uses agencies as to which land uses are compatible within the Airport influence areas.

3.2 Draft Airport Land Use Compatibility Plan

This 2024 ALUCP updates and entirely replaces the ALUCP adopted by the Napa County Airport Land Use Commission (ALUC) in April 1991 and amended in December 1999. This 2024 ALUCP applies to lands around the two public-used airports in the county:

- Angwin Airport – Parrett Field

- Napa County Airport

The need for the comprehensive update arose primarily because of a desire to bring the plan up to current standards, reflect current airport layout plans (ALPs), and address stakeholder needs.

In addition to these two airports, the 1999 ALUCP also contained compatibility policies for areas around the Calistoga Gliderport. This facility has since ceased to exist, thus none of the policies contained in the 1999 ALUCP remain in effect for that facility and this document also does not apply to it.

As adopted by the ALUC, the basic function of this ALUCP is to promote compatibility between the two airports and future land use development in their surrounding areas. The plan accomplishes this function through establishment of a set of compatibility criteria applicable to new development around each airport. Additionally, the ALUCP serves as a tool for use by the ALUC in fulfilling its duty to review plans, regulations and Major Land Use Actions of local agencies for consistency with the ALUCP criteria. Airport development plans, including plans for any new heliport or vertiport anywhere in the county, are also subject to review by the ALUC. However, neither this ALUCP nor the ALUC have authority over existing land uses or over the operation of the airports.

The geographic extent of the ALUCP compatibility policy and criteria applicability is limited to the Airport Influence Area (AIA). The AIA of each airport is shown in Figure 1 and Figure 2, and includes area within the jurisdictions of Napa County, City of Napa, and the City of American Canyon. The AIA is discussed in Draft ALUCP Policy 2.3, Geographic Scope. The AIA consists of a single-review area comprised of four compatibility factors in a composite manner: areas contained within the noise contours, safety zones, within the Airport's airspace surfaces as defined by 14 CFR Part 77, and the overflight notification area.

The 2024 ALUCP was prepared using the Handbook produced by the California Department of Transportation (Caltrans), Division of Aeronautics in the latest version of the California Airport Land Use Planning Handbook (Caltrans 2011).

The ALUCP presents policy, both general and specific, to guide regulation and implementation. Policies are to be utilized by the ALUC, local agencies, and others, to implement related outcomes of the ALUCP. Specific policies in the ALUCP focus on four compatibility factors. These factors include:

> **Noise** – The aircraft noise policies promote the goals of the California Airport Noise Standards (Cal. Code Regs., tit. 21, § 5000 et seq.) and the California Noise Insulation Standards (25 Cal. Admin Code § 1092) by avoiding the establishment of noise-sensitive land uses in areas around the Airport that experience significant levels of aircraft noise.
>
> **Safety** – The safety policies minimize the potential number of future residents and land use occupants that could experience hazards related to aircraft operations.
>
> **Airspace Protection** – The airspace protection policies ensure the safe, orderly operation of the airspace surrounding the Airport and prevent potential hazards to aircrafts in flight. These policies optimize the navigable airspace around the airport consistent with 14 CFR Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace, FAA Order 8260.3B, United States Standard for Terminal Instrument Procedures (TERPS), and other relevant regulations.
>
> **Overflight Notification** – The overflight notification policies dictate when certain disclosures, such as real estate disclosure notices, are required pursuant to state law (Bus. and Prof. Code, § 11010 and Civ. Code, §§ 1102.6 and 1103.4). Overflight notification policies identify areas where flights into and out of the airport occur frequently and at a low altitude, which could be noticeable to sensitive residents.

As previously stated, ALUCPs have no authority over areas "already devoted to incompatible uses." The common interpretation of this clause is that ALUCPs have no jurisdiction over existing land uses even if those uses are incompatible with airport activities. An ALUCP cannot, for example, require that an existing incompatible use be converted to something compatible.

4 Analysis of Potentially Displaced Development

4.1 Introduction to Development Displacement Analysis

The adoption of an ALUCP may change, or restrict, future land uses in some areas, based on airport compatibility factors. Currently permissible land uses may become incompatible and "displace" development proposed in approved planning documents, such as the General Plan and Zoning Ordinance. To determine if the 2024 ALUCP will cause displacement, land uses were analyzed for potential displacement based on proposed policy changes in the ALUCP. An analysis of potential displacement is presented in this chapter.

Again, it is important to note that the 2024 ALUCP may only restrict future development opportunities and does not impact existing land uses. Thus, there is no potential for the displacement of existing land uses due to the adoption of the 2024 ALUCP.

Note that the term "zone" as used in the displacement analysis refers to both compatibility zones described in the existing and proposed ALUCP, and to land use zoning districts per the zoning ordinances of the County, the City of Napa, and the City of American Canyon. Therefore, the discussion below differentiates between City/County zoning (zone, zoning district or zoning "classification"), the adopted compatibility zones (1999 ALUCP) and the Draft compatibility zones (proposed 2024 ALUCP).

4.2 Displacement Analysis: Angwin Airport-Parrett Field

A displacement analysis was conducted for the Angwin Airport-Parrett Field Airport Influence Area. This analysis estimates the number of displaced units under the adoption of the 2024 ALUCP by comparing land use compatibility in the adopted 1999 ALUCP against the Draft 2024 ALUCP. Development potential is based on the general plan land use classification and zoning districts, taking into consideration factors that may limit residential density and non-residential intensity to less than the theoretical maximum. Draft Zones A through D2 of the Angwin Airport-Parrett Field were analyzed for displacement within each compatibility zone. Draft Zone E was not analyzed because this zone has no development limits. In summary, none of the County zones experienced a net displacement, as all potential displacement was offset by expansions in allowed land uses within each respective zone.

The Angwin AIA includes County General Plan land use classifications Urban Residential, Rural Residential, Public-Institutional, Agriculture Watershed and Open Space, and Agricultural Resource (see Figure 3). County zoning districts associated with these general plan land use classifications include Airport Compatibility Combination, Agricultural Watershed, Agricultural Watershed: Airport Compatibility Combination, Planned Development: Airport Compatibility Combination, and Planned Development: Affordable Housing Combination: Airport Compatibility Combination.

Following circulation of the Draft Negative Declaration, corrections were made to the General Plan land use classifications within and adjacent to the Angwin Airport-Parrett Field Airport Influence Area. Please refer to Revised Figure 3. An area of Urban Residential classified land west of the airport, within proposed compatibility zones C and D2 has been revised, reducing the area from 20.5 acres to 12.7 acres. This change removes the area from proposed

compatibility zone C, and the area is now contained within compatibility zone D2. Urban residential land uses are more compatible with Zone D2, and results in less potential displacement of future residential units. Other revisions to the land use map within the community of Angwin are outside of the proposed AIA, and would have no effect on the displacement analysis.

Displacement analysis by each respective County zoning code is outlined below.

4.2.1 Residential Displacement within Angwin Airport-Parrett Field Airport Influence Area by Napa County Zoning Classification

Airport Compatibility Combination (AV:AC): There is no significant residential displacement in the Airport Compatibility Combination (AV:AC) Zone because this zone does not allow for residential uses by right (Napa County 1999).

Agricultural Watershed (AW): Overall, there is no significant displacement to AW zoned land. There is no AW-zoned acreage in Draft Zones A and B so there is no residential displacement in these zones. In other compatibility zones within the AW zoning district, residential uses that are currently allowed by right would continue under proposed ALUCP Policy 2.7.4.

There are 59.37 acres of land that were in Zones C-D of the 1999 Adopted ALUCP that are outside of the Draft 2024 ALUCP AIA. Parcels in this area would no longer be restricted by the Adopted ALUCP and therefore have a negative displacement of 12 units per parcel. Because of the common parcels across the AW zone and the AW:AC zone, the displacement for both zones is analyzed jointly below.

Agricultural Watershed: Airport Compatibility Combination (AW:AC): This area is entirely covered by an Airport Overlay District which does not allow residential land uses in Zones A-D of 1999 Adopted ALUCP, except the development of single-family residence which are considered allowed by right. Therefore, there is only potential for residential displacement in Draft Zone A and farmworker housing displacement in Zones A and B where land is outside adopted Zones A-D. In other zones, uses are allowed by right. There is no significant displacement in Draft Zones C-D2.

There are 20.6 acres (across five parcels) zoned AW:AC within Draft Zone A. Draft Zone A is entirely within Overlay District which does not allow residential in Zones A-D of 1999 Adopted ALUCP, except the development of single-family residences on agricultural parcels. Therefore, maximum displacement is one (1) single-family residence per parcel. There are five AW:AC-zoned parcels within Draft Zone A. However, each of the five parcels are partially outside Draft Zone A, and a single-family residence could be built outside the Draft Zone A-portion of each respective parcel. Additionally, per Napa County's Measure J, these parcels cannot be further divided. Thus, there is no significant displacement within this draft zone. The five parcels that overlap Draft Zone A are as follows: 024-080-048, 024-080-049, 024-080-050, 024-080-051, 024-080-053.

There are 192.05 acres zoned AW:AC in Draft Zone B. All acreage is within Airport Overlay District which does not allow residential development in Zones A-D of 1999 Adopted ALUCP, except the development of single-family residences on agricultural parcels Approximately 169.02 acres of Draft Zone B are within Adopted Zones A-D. The Draft 2024 ALUCP and the Adopted 1999 ALUCP both allow for single-family residential development by right on

agricultural parcels in this zone. Thus, there here is no significant displacement in this 169.02-acre section of Draft Zone B,

Additionally, there are 80.76 acres of land that were in Zones C-D of the 1999 ALUCP that are outside of the Draft 2024 ALUCP AIA. Parcels in this area would no longer be restricted by the Adopted ALUCP and therefore have a negative displacement of 12 units per parcel. Because of the common parcels across the AW:AC zone and the AW zone, the displacement for these two zones and summed and considered jointly. Across both AW:AC and AW, there are 22 affected parcels for a total displacement of -264 units in this area.

There are 23.03 acres in Draft Zone B zoned AW:AC within adopted Zone F and outside adopted ALUCP AIA. These acres allow single family units on legal lots under Policy 2.7.4, Development by Right, but are subject to displacement of up to 12 units per lot for farmworker housing. In total, 108 units are displaced across 9 parcels. However, this displacement is mitigated because farmworker housing could be located on acreage outside of Draft Zone B. Additionally, the compatibility criteria allow up to 20 du/acre in Draft Zone D2 resulting in 4,213 potential units that would offset displacement in Draft Zone B. Affected APNS include 018-120-018, 024-080-019, -025, -026, -049, -051, 024-300-015, -077, and 024-360-005.

In summary, adoption of the 2024 Draft ALUCP would allow for 4,213 additional units, compared to the 1999 Adopted ALUCP. Furthermore, lands previously included in adopted Zones C and D are no longer restricted under the 2024 ALUCP, as they fall outside the new AIA. This results in an additional 264 units allowed, resulting in a total of 4,477 units in the AW and AW:AC zones. This addition of 4,477 units completely offsets the displacement of 108 units in Draft Zone B. Under the 2024 Draft ALUCP, 4,369 residential units will be allowed in the AW:AC and AW zones.

Planned Development: Airport Compatibility Combination (PD:AC): This zone is subject to ALUCP and a use permit. All land within this zone is under the jurisdiction of the Pacific Union College (the College). The College has no planned development within Draft Zone A. Existing planned development within Draft Zones B and C is included within a special exception area (Policy 4.3.2) that allows development in accordance with the College's Master Plan. Allowed development in Draft Zone D2 is consistent with Pacific Union College Master Plan. In summary, adoption of the 2024 ALUCP will not result in displacement in the PD:AC zone.

Planned Development: Affordable Housing Combination: Airport Compatibility Combination (PD:AH:AC): This 44.5-acre area is identified in the 2014 Housing Element as Angwin Site B covering parcels 024-080-035, -036, and portions of 024-080-033, -028, and 024-300-027 (current parcels are 024-080-028, -035, -036, -048, and 024-300-077). Appendix H-36 of the Napa County General Plan 2014 Housing Element indicates a density of 12 du/ac, but shows a realistic yield of 77 units across 44.5 acres (averaging 1.73 du/acre).

Additionally, the Draft Zone D2 allows up to 20 du/ac for the 29.07 acres resulting in a potential of up to 581 units, which would offset the displacement in Angwin Site B. In summary, the 2024 ALUCP will allow for 581 additional units zoned PD:AH:AC, which will completely offset potential displacement.

4.2.2 Non-residential Displacement within Angwin Airport-Parrett Field Airport Influence Area by Napa County Zoning Classification

While there is no significant non-residential displacement within the Angwin Airport AIA, some non-residential land uses may be restricted under the Draft ALUCP. In Draft Zone A, land zoned AW:AC may no longer allow for the following land uses: one single family home per lot, second units, small residential day care (>6 children), small or large (7-12 children) day cares (if no other daycares are within 300'), guest cottages, wineries, antennas, telecoms, small hunting clubs, overnight lodging, RV parks or campgrounds, floating docks, farmworker housing (up to 12 units) quasi-private recreation use, grading/paving contractors. In Draft Zone B, land zoned AW:AC may no longer allow for the following land uses: residential day cares, antennas, or telecoms. Additionally, lands zone PD:AH:AC in Draft Zone B may restrict minor antennas and telecoms. In Draft Zone C, land zoned PD:AHLAC may also restrict minor antennas and telecoms. Additionally, land zoned AW:AC in Draft Zone C could restrict residential day cares, antennas, or telecom. In Draft Zone D1, land zoned AW and AW:AC may no longer allow for residential day cares, antennas, or telecoms. In Zone D2, land zoned AW and AW:AC may no longer allow for antennas or telecoms. In summary, while no significant non-residential displacement is anticipated under the Draft ALUCP, sensitive land uses, such as day care, antennas, and telecoms, may be restricted in some Draft Compatibility Zones for the Angwin Airport- Parret Field AIA.

4.3 Displacement Analysis: Napa County Airport

Similarly to the analysis presented in section 4.2, displacement analysis was conducted for the Napa County Airport Influence Area. This analysis estimates the number of displaced units resulting from the adoption of the 2024 ALUCP by comparing land use compatibility in the 1999 ALUCP against the proposed plan. In summary, none of the Napa County, City of American Canyon, and City of Napa zones experienced significant displacement, as all potential displacement was offset by expansions in allowed land uses within each respective zone.

The Napa County Airport AIA includes County General Plan land use classifications Urban Residential, Industrial, Public-Institutional, Napa Pipe Mixed-Used, and Study Area (see Figure 4A). County zoning districts associated with these general plan land use classifications include Airport Compatibility Combination, Agricultural Watershed: Airport Compatibility Combination, Agricultural Watershed, Commercial Limited: Airport Compatibility Overlay, General Industrial: Airport Compatibility Overlay, Industrial: Airport Compatibility Overlay, Industrial Park: Airport Compatibility Overlay, Marine Commercial: Airport Compatibility Overlay, Public Lands: Airport Compatibility Overlay, and Residential Single: Airport Compatibility Overlay.

The Napa County Airport AIA includes City of Napa General Plan land use classifications Hospitality Commercial, Napa Pipe Mixed Use, Light Industrial, Business Park, Public-Serving, Open Space & Parks, Greenbelt, and Agriculture (see Figure 4B). City of Napa zoning districts associated with these general plan land use classifications include Devlin Road Transfer Station, Agricultural Resource, Industrial Park (Areas A, B, and C), Light Industrial, Master Plan - Napa Pipe - Industrial / Business Park, Master Plan- Napa Pipe - Light Industrial, Master Plan - Napa Pipe - Mixed-use Residential – Waterfront, Master Plan, Park or Open Space, and Public-Quasi Public Schools and Health Facilities.

The Napa County Airport AIA includes City of American Canyon General Plan land use classifications Agriculture – Special Study Area, Community Commercial, Neighborhood Commercial, Commercial Recreation, Industrial,

Industrial/Commercial Recreation, Commercial Specialty, Open Space, Public, Residential Estate, High Residential, Low Residential, Medium Residential, Southeast Area Specific Plan, Napa County Airport Industrial Area Specific Plan, and Town Center (see Figure 4B). City of American Canyon zoning districts associated with these general plan land use classifications include Community Commercial, Recreation, General Industrial, Light Industrial, Light Industrial: Special Commercial, Open Space, Public, Residential Estate, Specific Plan NCA Industrial Area, and Town Center.

Following circulation of the Draft Negative Declaration, a proposed revision to the Napa County Airport compatibility zones would reclassify 194.9 acres from proposed compatibility zone D1 to zone D2. This area is largely within the County Agricultural/Watershed/Open Space land use (158.3 acres). An additional 8.6 acres are designated industrial, and 28 acres designated as Urban Residential by the County. The Urban Residential area is classified by the City of American Canyon as Industrial. Therefore, this revision would not result in a significant change in displacement.

Displacement analysis by each respective County zoning code is outlined below.

4.3.1 Residential Displacement within Napa County Airport Influence Area by Napa County Zoning Classification

Most Napa County-zoned acreage within the Drafted Napa County Airport Influence Area is within the Airport Combination District, which does not allow residential uses in Zones A through D of the 1999 Adopted Plan. The only potential residential displacement is in Draft Zone A and Zones B1, B2, B3 for farmworker housing, where even development by right uses would be restricted (Policy 2.7.4).

Airport: Airport Compatibility Combination (AV:AC): There is no significant residential displacement in the Airport Compatibility Combination (AV:AC) Zone because this zone does not allow for residential uses by right.

Agricultural Watershed: Airport Compatibility Combination (AW:AC): This area is entirely covered by an Airport Overlay District which does not allow residential land uses in Zones A-D of 1999 Adopted ALUCP, except the development of single-family residence which are considered allowed by right. Therefore, there is only potential for residential displacement in Draft Zone A and farmworker housing displacement in Zones A and B1, B2, and B3 where land is outside adopted Zones A-D. In other zones, uses are allowed by right. There is no significant displacement in Draft Zones C-D2.

Overall, there is no significant displacement within AW-zoned acreage in the Draft Airport Influence Area. There are 20.57 AW:AC-zoned acres (across 1 parcel) within Draft Zone A and Adopted Zone A. Adopted Zones A through D do not allow residential uses except the development of single-family residence which are considered allowed by right. Therefore, maximum displacement is one (1) single-family residence per parcel. However, the AW:AC-zoned parcel is partially outside Draft Zone A, and a single-family residence could be built outside the Draft Zone A-portion of the parcel. Per Napa County's Measure J, this parcel cannot be further divided. Thus, there is no significant displacement within this draft zone. The parcel overlapping Draft Zone A is 058-010-005.

The 185.42 AW:AC-zoned acres in Draft Zone B1 and 177.94 AW:AC-zoned acres in Draft Zone B2 are within adopted Zones A-D, which do not allow residential uses except the development of single-family residences on agricultural parcels. The Draft 2024 ALUCP and the Adopted 1999 ALUCP both allow for single-family residential

development by right on agricultural parcels in this zone. Thus, there is no potential displacement in Draft Zones B1-B2.

The 2309.58 AW:AC-zoned acres within Draft Zone B3 are within adopted Zones B-D, which do not allow residential uses except the development of single-family residences on agricultural parcels. The Draft 2024 ALUCP and the Adopted 1999 ALUCP both allow for single-family residential development by right on agricultural parcels in this zone. Thus, there is no displacement for this acreage.

There are 1650.37 AW:AC-zoned acres of Draft Zone B3 that are within Adopted Zone E and outside of Adopted 1999 ALUCP AIA. This zoning classification would allow single family units on legal lots, under Policy 2.7.4, Development by Right, but not the additional 12 units for farmworker housing. Displacement is calculated at 12 units per lot for farmworker housing because this is the housing not allowed under the Draft 2024 ALUCP. The area includes 22 lots; however, five lots are the same APNs as within the AW:AC zone above and 3 are within the Napa Pipe Exception area (Policy 5.3.2). Thus, potential displacement was only calculated for 14 lots for a potential displacement of 168 units. The fourteen affected APNS are as follows: 046-370-029, -031, 046-400-034, -052, -053, -056, -057, 048-010-004, -005, 048-020-006, -009, -010, 057-070-019, and 058-020-001.

However, potential displacement in Draft Zone B3 is offset because farmworker housing could be located on acreage outside of Zone B3 for all but six parcels. Additionally, the compatibility criteria for Draft Zone D2 allows for 20 du/acre~~, resulting in the addition of 40,499 potential units to offset any farmworker unit displacement. In summary, under the Draft 2024 ALUCP, an addition of 40,259 units within the AW:AC zoning classification~~. This would allow fur construction of adequate farmworker housing within the AIA, subject to the limitations of the County Zoning Ordinance, offsetting any displacement within the B3 compatibility zone.

Agricultural Watershed (AW): This area is entirely covered by an Airport Overlay District which does not allow residential land uses in Zones A-D of 1999 Adopted ALUCP, except the development of single-family residence which are considered allowed by right. Therefore, there is only potential for residential displacement in Draft Zone A and farmworker housing displacement in Zones A and B1, B2, and B3 where land is outside adopted Zones A-D. In other zones, uses are allowed by right. There is no significant displacement in Draft Zones C-D2.

There are 686.80 acres zoned AW in Draft Zone B3. 1.79 acres is within Adopted Zone C Airport Overlay District which does not allow residential development in Zones A-D of 1999 Adopted ALUCP except the development of single-family residences on agricultural parcels. The Draft 2024 ALUCP and the Adopted 1999 ALUCP both allow for single-family residential development by right on agricultural parcels. Thus, there is no significant displacement in this portion of Draft Zone B3.

There are 685.01 acres of Draft Zone B3 area that are within adopted Zone E and outside of the adopted ALUCP AIA. These acres allow single family units on legal lots under Policy 2.7.4, Development by Right, but not the additional 12 units for farmworker housing. Displacement is calculated at 12 units per lot for farmworker housing. Within B3, there are six affected parcels for a total displacement of 72 units. The affected parcels are 048-070-004, -005, and 048-100-001, -002, -003, and -004. This displacement could be partially mitigated as the farmworker housing could be located on the parcels outside of Zone B3. Furthermore, much of this area to the southwest of the airport is undevelopable marshland.

Commercial Limited: Airport Compatibility Overlay (CL:AC): There is no significant residential displacement in CL:AC-zoned acreage because this zone does not allow residential uses by right.

General Industrial: Airport Compatibility Overlay (GI:AC): There is no significant residential displacement in GI:AC acreage because this zone does not allow residential uses by right.

Industrial: Airport Compatibility Overlay (I:AC): There is no significant residential displacement in I:AC-zoned acreage because this zone does not allow residential uses by right.

Industrial Park: Airport Compatibility Overlay (IP:AC): There is no significant residential displacement in IP:AC-zoned acreage because this zone does not allow residential uses by right.

Marine Commercial: Airport Compatibility Overlay (MC: AC): There is no significant residential displacement in MC:AC-zoned acreage because this zone does not allow residential uses by right.

Public Lands: Airport Compatibility Overlay (PL:AC): There is no significant residential displacement in MC:AC-zoned acreage because this zone does not allow residential uses by right.

Residential Single: Airport Compatibility Overlay (RS:AC): RS:AC-zone acreage within Draft Zone B3 is entirely within Adopted Zones C-D, which do not allow residential uses. Thus, there is no significant displacement in Draft Zone B3. Additionally, there is no significant displacement in Draft Zone D1 because residential uses are allowed under Policy 2.7.4, Development by Right in this area. Furthermore, Draft Zone D2 allows 20 du/acre, which will allow for an additional 1,319 units in this zoning classification.

4.3.2 Residential Displacement within Napa County Airport Influence Area by City of Napa Zoning Classification

Devlin Road Transfer Station: There is no significant displacement within Devlin Road Transfer Station acreage because this site is developed as a waste transfer station. The site is not zoned for residential uses.

City: Agricultural Resource: All acreage in this zone is in Zones D1 and D2, where allowed residential uses are allowed under Policy 2.7.4, Development by Right. Thus, there is no significant displacement in this zone.

City: Industrial Park (Area A): There is no significant displacement within Industrial Park: Area A because this zone does not allow residential uses by right.

City: Industrial Park (Area B): There is no significant I displacement within Industrial Park: Area B because this zone does not allow residential uses by right.

City: Industrial Park (Area C): There is no significant displacement within Industrial Park: Area C because this zone does not allow residential uses by right.

City: Light Industrial (IL): There is no significant I displacement within IL-zoned area because this zone does not allow residential uses by right.

Master Plan - Napa Pipe - Industrial / Business Park (MP-NP-IBP): There is no significant residential displacement in MP-NP-IBP-zoned acreage since this area is covered by the Napa Pipe special exception (Policy 5.3.2), which permits all uses allowed under the Development Agreement for Napa Pipe Mixed-Use Master Planned Development.

Master Plan- Napa Pipe - Light Industrial (MP-NP-IL): There is no significant residential displacement in MP-NP-IL-zoned acreage since this area is covered by the Napa Pipe special exception, which permits all uses allowed under the Development Agreement for Napa Pipe Mixed-Use Master Planned Development.

Master Plan - Napa Pipe - Mixed-use Residential - Waterfront (MP-NP-MUR-W): There is no significant residential displacement in MP-NP-MUR-W-zoned acreage since this area is covered by the Napa Pipe special exception, which permits all uses allowed under the Development Agreement for Napa Pipe Mixed-Use Master Planned Development.

Master Plan (MP-S): MP-S-zoned acreage is covered by the Stanly Ranch Master Planned Development, which is entirely built out. Thus, there is no significant residential displacement.

City: Park or Open Space (POS): There is no significant displacement within POS-zoned area because this zone does not allow residential uses by right.

City: Public-Quasi Public Schools and Health Facilities (PQ): There is no significant displacement within PQ-zoned area because this zone does not allow residential uses by right.

4.3.3 Residential Displacement within Napa County Airport Influence Area by City of American Canyon Zoning Classification

For all American Canyon zoning classifications, permitted and conditionally permitted uses on parcels located within a designated Napa County Airport compatibility zone may be restricted or prohibited. Uses are subject to the requirements of the policies related to airport compatibility in the American Canyon General Plan and the Napa Countywide ALUCP. Restrictions may include the requirement for recordation of overflight or avigation easements.

Community Commercial (CC): All CC-zoned acreage is within Draft Zone D2, which allows up to 1 du/5 acres (average density), 4 du/single acre, or 10-20 du/acre (average density). Multi-family housing development in the CC zoning district is subject to General Plan Policy 1.15.1, which states that up to 25% of site can be multi-family housing at a density of 16-20 du/acre. This conditional allowance of multifamily housing is only in conjunction with permitted commercial uses on the ground floor of parcels without Hwy 29 frontage. There is no potential displacement within this zoning classification.

Recreation (CR): There is no significant displacement within CR-zoned acreage because single-family residential is allowed by right (Policy 2.7.4).

General Industrial (GI): There is no significant displacement within GI-zoned acreage because this zone does not allow residential uses by right.

Light Industrial (LI): There is no significant displacement within LI-zoned acreage because this zone does not allow residential uses by right.

Light Industrial: Special commercial (LI:CS): There is no significant displacement within LI:CS-zoned acreage because this zone does not allow residential uses by right.

Open Space (OS): There is no significant displacement within OS-zoned acreage because this zone does not allow residential uses by right.

Public (P): There is no significant displacement within P-zoned acreage because this zone does not allow residential uses by right.

Residential Estate (RE): All RE-zoned acreage is in Draft Zones D2, where residential uses are permitted. Thus, there is no significant displacement.

Specific Plan, NCA Industrial Area (SP-2): There is no significant displacement within SP-2-zoned acreage because this zone does not allow residential uses by right.

Town Center (TC): There is no significant displacement within TC-zoned acreage because this zone does not allow residential uses by right.

4.3.4 Non-residential Displacement within Napa County Airport Influence Area by Napa County Zoning Classification, City of Napa Zoning Classification, and City of American Canyon Zoning Classification

While there is no significant non-residential displacement within the Napa County Airport AIA, some non-residential land uses may be restricted under the Draft ALUCP. In Draft Zone B1, land zoned AW:AC by Napa County may no longer allow for the following land uses: residential day care, antennas, telecoms, farmworker housing (up to 12 units), overnight lodging, or RV park or campgrounds. Land in County zones GI:AC and IP:AC may no longer permit the following land uses: antennas, telecoms. In Draft Zone B2, land zoned PL:AC by Napa County may no longer allow for the following land uses: residential day care, antennas, telecoms, farmworker housing (up to 12 units), overnight lodging, or RV park or campgrounds. County zones GI:AC, I:AC, and IP:AC may no longer permit the following land uses: antennas, telecoms. In County zone PL:AC, antennas, telecoms, and governmental offices may become restricted land uses. In Draft Zone B3, land zoned AW:AC by Napa County may no longer allow for small residential day care (<6). In Draft Zone D2, land zoned NP-MUR-WLAC by Napa County may place restrictions on multi-unit housing of at least 20 du/acre and restrict density to a maximum of 700 total residential units. Additionally, County zones NP-IBP-W:AC in Draft Zone D2 may restrict antennas and telecoms.

In Draft Zones B1 and B2, the Devlin Road Transfer Station, an existing land use in the City of Napa, would not be affected by changes to the ALUCP. In Draft Zone B2, land zoned IP-A by the City of Napa may have allowed land uses restricted by ALUCP policies: laboratories, research and development, and public schools. In Draft Zone D2, land zoned for the Napa Pipe mixed-use development is covered by a Master Plan. The Master Plan incorporates airport compatibility policies that would not be affected by the Draft ALUCP. In Draft Zone D2, land zoned by the City of Napa as AR may restrict future development of large employee housing and public schools in this area. Additionally, in Draft Zone D2, public schools may also no longer be permitted in lands zoned PQ and IL by the City of Napa. In Zone D2, future development of laboratories, research and development, and public schools in land zoned IP-A, IP-B, and IP-C by the City of Napa may be restricted under the Draft ALUCP.

In Draft Zone B2, land zoned for General Industrial by the City of American Canyon may restrict the following land uses: drugstores, professional and medical offices, research and development, small-cell antenna facilities, government facilities, public safety facilities, transportation terminals, and utilities.

In summary, some sensitive land uses, such as day care, public schools, research and development/laboratories, antennas, and telecoms, may be restricted in some Draft Compatibility Zones for the Napa County Airport AIA.

However, this land may be used for a variety of non-residential uses that do not require high concentrations of persons. Sufficient non-residential land is available in the City of American Canyon to absorb demand for these more specialized uses. Thus, there would not be a significant impact to land use.

5 Initial Study Checklist

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature Date

5.1 Aesthetics

		Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
I.	**AESTHETICS** – Except as provided in Public Resources Code Section 21099, would the project:				
a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

a – d) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not adversely impact scenic vistas within the AIA, nor does the ALUCP substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway. There are no scenic highways within the AIA of Angwin Airport. The AIA of Napa County Airport includes two eligible scenic highways: SR 37 and SR 4 (Caltrans 2024). The ALUCP does not substantially degrade the existing visual character or quality of public views of the site and its surroundings in non-urbanized areas. The Draft 2024 ALUCP does not create new source of light or glare that would impact affect daytime or nighttime views.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted

for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to aesthetics resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☒	☐
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☒	☐
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

a – e) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. Agricultural resources are present within the AIA for both the Angwin Airport- Parrett Field and the Napa County Airport (DOC 2024). However, the ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) into non-agricultural uses, nor does it create conflict with existing zoning for agricultural use, or a Williamson Act contract land. The Draft ALUCP would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)). Adoption of the Draft ALUCP would not result in the loss of forest land or conversion of forest land to non-forest use. The Draft ALUCP will not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to agricultural resources resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.3 Air Quality

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

a – d) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not conflict or obstruct the implementation of the applicable air quality plan, nor does it result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard. The Draft ALUCP will not expose sensitive receptors to substantial pollutant concentrations, nor will it result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to air quality resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.4 Biological Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

a – f) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of

Fish and Wildlife or U.S. Fish and Wildlife Service. The Draft ALUCP does not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. The Draft ALUCP does not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means, nor does it interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The Draft ALUCP will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, nor will it conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Specifically, wildlife hazard policies (Policy 3.5.3) of the Draft ALUCP restrict land uses that attract wildlife within Draft Zone A, including the creation of wetland mitigation sites, conservation areas, and wildlife preserves. This policy also recommends the avoidance of these land uses in the wildlife critical zone.

Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, including planned habitat and wildlife areas. Demand for a particular land use that is restricted by the ALUCP may result in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses. As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to biological resources resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.5 Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

a – c) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft 2024 Napa Countywide ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5, nor does it cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5. The Draft ALUCP does not disturb any human remains, including those interred outside of formal cemeteries.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to cultural resources resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.6 Energy

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Energy – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

a – b) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft

ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, nor does it conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to energy resources resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.7 Geology and Soils

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

a – f) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving 1) rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault, 2) strong seismic ground shaking, 3) seismic-related ground failure, including liquefaction, or 4) landslides. The Draft ALUCP will not result in substantial soil erosion or loss of topsoil. The Draft ALUCP will not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the ALUCP, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. The Draft ALUCP is not located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property. The Draft ALUCP does not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water. The Draft ALUCP does not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land

uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to geological resources resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

a) – b) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment. The Draft ALUCP does not generate conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHG.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to GHG emissions resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

a – d, f, g) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP does not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, nor does it create

a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. The Draft ALUP does not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. The Draft ALUCP would not be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and it would not create a significant hazard to the public or the environment. The Draft ALUCP will not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, nor project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to hazards and hazardous materials resulting from adoption of the 2024 ALUCP are found to be less than significant.

e) The Draft 2024 ALUCP includes policies that are designed to protect the public from safety hazards and reduce future exposure to noise hazards within the Airport Influence Area (AIA). Airport safety zones and noise contours specific to the two airports were used to prepare the Draft 2024 ALUCP compatibility criteria.

The Draft ALUCP uses the aircraft accident risk data and safety compatibility concepts provided in the California Airport Land Use Planning Handbook (Caltrans, 2011) to establish airport land use compatibility zones to include areas exposed to significant safety hazards. The Draft ALUCP also establishes safety criteria and policies that limit concentrations of people within the compatibility zones. The purpose of the policies is to minimize the risks and potential consequences associated with an off-airport aircraft accident or emergency landing. The policies consider the risks both to people and property in the vicinity of the airport and to people on board the aircraft.

The risks of an aircraft accident occurrence is further reduced by airspace protection policies that limit the height of structures, trees, and other objects that might penetrate the airport's airspace as defined by Federal Aviation Regulations (FAR), Part 77, "Safe, Efficient Use, and Preservation of the Navigable Airspace." The airspace protection policies also restrict land use features that may generate other hazards to flight such as visual hazards (i.e., smoke, dust, steam, etc.), electronic hazards that may disrupt aircraft communications or navigation, and wildlife hazards (i.e., uses which would attract hazardous wildlife to airport environs).

Airport-related noise and its impacts on land uses were considered in the development of the Draft ALUCP. The forecast noise contours from the Angwin 2009 ALP and supplemental data, and the 2007 Napa County Airport Master Plan and 2016 ALP were used to update the noise compatibility factors in the ALUCP. The noise contours are described in terms of the Community Noise Equivalent Level (CNEL), the metric adopted

by the State of California for land use planning purposes. In accordance with PUC Section 21675(a), the airport noise contours cover the requisite 20-year planning timeframe and represent approximately 14,000 annual aircraft operations for Angwin Airport – Parrett Field and 260,000 annual aircraft operations for Napa County Airport. The updated ALUCP establishes criteria that reduce the potential exposure of people to excessive aircraft-related noise by limiting residential densities (dwelling units per acre) and other noise-sensitive land uses in locations exposed to noise levels in excess of 60 dB CNEL or higher.

Thus, the proposed ALUCP would not expose people residing or working in the area to excessive safety hazards or noise exposure.

5.10 Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

a – e) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality, nor will it substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. The Draft ALUCP will not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would 1) result in substantial erosion or siltation on- or off-site, 2) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite, 3) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or 4) impede or redirect flood flows. The Draft ALUCP will not risk release of pollutants due to project inundation in a flood hazard, tsunami, or seiche zone. The Draft ALUCP does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to hydrology and water quality resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.11 Land Use and Planning

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

a) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document authorize development that could physically divide an established community. Thus, the Draft ALUCP's potential to divide an established community is less than significant .

b) The Draft ALUCP does not directly or indirectly impact or conflict with relevant land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Conflicts between the Draft ALUCP and relevant policies/plans can be reconciled by either amending existing plans to be consistent with the ALUCP, or overrule the ALUCP pursuant to Section 21676 of the Public Utilities Code. Section 65302.3 of the Government Code, requires relevant agencies to amend their general plans and specific plans to be consistent with the ALUCP within 180 days. Alternatively, the local agencies can choose to override ALUCP policies.

The Draft ALUCP does not (1) conflict with general plan land use policies related airport land use compatibility; or (2) conflict with allowable land uses under a general plan or zoning ordinance such that future development would be displaced by implementation of the Draft ALUCP. These two issues are discussed below.

The Napa County General Plan includes the following policies and action items related to airport compatibility:

Action Item AG/LU-30.1: Develop a Workforce Housing Ordinance, including revisions to the current Inclusionary Housing Ordinance, to define workforce housing and establish additional workforce and inclusionary housing requirements for all multifamily housing proposals consisting of eight or more units constructed in the unincorporated County. Such an ordinance could also require on-site workforce housing in place of in-lieu fees for any large commercial or institutional projects constructed outside of areas where housing would be inconsistent with the applicable airport land use compatibility plan.

Policy AG/LU-38: The Airport Industrial Area Specific Plan (AIASP) was adopted in 1986 to set forth detailed land use and circulation standards, capital improvement requirements, associated financing, and improvement sequencing measures, as well as necessary supporting policies and regulatory procedures for the industrial area near Napa County Airport. The AIASP, as amended, implements the General Plan in the Airport Industrial Area.

Policy AG/LU-49: The County shall use zoning to ensure that land uses in airport approach zones comply with applicable Airport Land Use Compatibility policies. If necessary, the County shall acquire development rights in airport approach zones. This policy shall apply to the Napa County Airport and Angwin Airport (Parrett Field).

Policy AG/LU-66: The County supports the ongoing operation of Angwin Airport (Parrett Field), including any improvements approved by the Federal Aviation Administration within the AV zoning district.

Action Item AG/LU-94.1: Prior to approving non-industrial development the County shall adopt development standards for the Pacific Coast/Boca and Napa Pipe sites which shall include, but may not be limited to, buffering and visual screening from existing industrial uses and Syar Quarry, design features that include physical buffers (e.g., vegetation, landscape features, or walls in unique circumstances), building placement and orientation in a manner that physically separates these sites from incompatible operations of adjacent uses (e.g., truck traffic, odors, stationary noise sources), and implementation of other measures to address noise and vibration. Standards for the Napa Pipe site shall ensure conformance with the Napa County Airport Land Use Compatibility Plan.

Policy AG/LU-95: New land uses in the South County Industrial Areas shall be compatible with or buffered from adjacent industrial uses and consistent with the Land Use Compatibility Plan for Napa Airport.

Policy AG/LU-96: The Airport Industrial Area is planned for industrial and business/industrial park uses that support agriculture and meet industrial and business park needs consistent with the 1986 Airport Industrial Area Specific Plan. In 2004, the Airport Industrial Area Specific Plan was amended to recognize two hotels which were subsequently approved for construction. Further commercial uses in the area shall be limited to local-serving uses that support or serve the industrial and business park uses.

Policy AG/LU-124: The County shall establish general school site location criteria such as:

a) New school facilities shall not be located within two miles of an airport unless approved by the State Department of Education.

b) School facilities shall, whenever practical, be located in areas designated in the appropriate general plan for urban development.

c) Coordinate County plans and ordinances to be supportive of school use and to minimize the need for busing students.

d) Ensure that proposals for multi-family housing or multiple-lot subdivisions within the unincorporated area are evaluated to determine their impact on schools and are modified to address potential impacts, including the need for new facilities, if any. :

Policy AG/LU-125: New churches or institutions providing religious instruction shall not be located within proximity to an airport unless they are located in an area where residential uses would be compatible under the applicable Airport Land Use Compatibility Plan.

Generally these policies support (promote?) development that is compatible with the ALUCP, and incorporate compatibility into specific plans and master planned development. The Draft ALUCP would not be in conflict with these policies that promote land use compatibility.

The City of American Canyon contains the following goals, objectives, and policies related to airport compatibility:

Goal 1N Ensure the compatibility of development within American Canyon with the Napa County Airport.

Objective 1.27 Ensure that lands in American Canyon are developed in a manner which protects them from the noise and operational impacts of, and does not adversely constrain, the Napa County Airport.

Policy 1.27.1 Require that development comply with the land use and development conditions stipulated in Tables 1-1 and 1-2 for areas depicted on Figure 1-3. (I 1.1, I 1.4, I 1.5, I 1.8, and I 1.11)

Policy 1.27.2 Review all applications for new development, expansion of existing uses, and re -use within Napa County Airport Compatibility Zones “A” through “E” for compliance with the appropriate use and development conditions. (I1.11)

Policy 1.27.3 Work with the Napa County Airport Authority to ensure that onsite ground activities of the Airport do not adversely impact (e.g., noise, vibration, air emissions, or other pollution) the City of American Canyon. (I 1.22)

Policy 1.27.4 Work with the Napa County Airport Authority to ensure that airport vehicular access does not adversely impact the City of American Canyon. (I1.22)

Policy 1.27.5 Work with the Napa County Airport Authority to ensure that any expanded operations of the Airport do not adversely impact existing land uses and development in the City of American Canyon. (I 1.22)

Policy 1.27.6 Work with the Napa County Airport Authority and other appropriate agencies to ensure that emergency preparedness plans are maintained to protect American Canyon residents and development. (I 1.22)

Policy 1.27.7 Recognize the importance of the Napa County Airport to City residents, including the economic, transportation and recreational benefits, and ensure that land use decisions rendered for this area do not negatively impact Airport operations (I 1.22).

The policies generally promote coordination with Napa County and encourage compatible land uses. The Draft ALUCP would not conflict with these General Plan policies. The City’s General Plan does include the ALUCP compatibility matrix. While this does not create a conflict, the City may wish to update this information in the General Plan should the Draft ALUCP be adopted.

The City of Napa does not have airport-related policies in its land use element. However it has the following General Plan Goal regarding the Napa County Airport:

Goal TE-8: Coordinate with Napa County and other agencies to continue the safe and efficient operation of the Napa County Airport, Napa River waterfront, and railroads and roadways serving freight movement.

Policy SN 6-2: Consider long-term compatibility between proposed new land uses surrounding the Napa County Airport.

These policies, located in the circulation and safety elements respectively, encourage compatibility but do not create any specific development regulations. Thus, the Draft ALUCP would not conflict with these policies.

Displacement

Displacement analysis was prepared to evaluate the impact of the Daft ALUCP on the development of units on certain land uses within each AIA. These areas are located within Draft Compatibility Zones A, B, C, D1, D2, and E for the Angwin Airport—Parrett Field, and Zones A, B1, B2, B3, C, D1, D2, and E for the Napa County Airport. Draft Compatibility Zones limit land use development based on the joint impact of noise and safety hazards for each respective zone. The following sections describe potential conflicts in the Draft Compatibility Zones:

Angwin Airport- Parrett Field

The Angwin Airport- Parrett Field AIA consists of parcels zoned for Agricultural Watershed- Airport Compatibility (AW:AC), Airport- Airport Compatibility (AV:AC), Planned Development- Airport Compatibility (PD:AC), Planned Development-Affordable Housing-Airport Compatibility (PD:AH:AC), Commercial Neighborhood (CN), Planned Development (PD), Planned Development Affordable Housing (PD:AH), and Residential, Single, 5 acres (RS:B-5) under the Napa County Zoning Ordinance. Per the displacement analysis in Section 4 of this IS, there is no significant residential displacement in any of the zoning classifications. ~~and rather, there is an overall increase in the number of permitted units across the entire AIA, as well as within each classification.~~ The draft ALUCP may enable development of additional housing units within the AIA, subject to County general plan and zoning regulations.

While there is no significant non-residential displacement within the Angwin Airport AIA, some non-residential land uses may be restricted under the Draft ALUCP. In Draft Zone A, land zoned AW:AC may no longer allow for the following land uses: one single family home per lot, second units, small residential day care (>6 children), small or large (7-12 children) day cares (if no other daycares are within 300'), guest cottages, wineries, antennas, telecoms, small hunting clubs, overnight lodging, RV parks or campgrounds, floating docks, farmworker housing (up to 12 units) quasi-private recreation use, grading/paving contractors. In Draft Zone B, land zoned AW:AC may no longer allow for the following land uses: residential day cares, antennas, or telecoms. Additionally, lands zone PD:AH:AC in Draft Zone B may restrict minor antennas and telecoms. In Draft Zone C, land zoned PD:AHLAC may also restrict minor antennas and telecoms. Additionally, land zoned AW:AC in Draft Zone C could restrict residential day cares, antennas, or telecom. In Draft Zone D1, land zoned AW and AW:AC may no longer allow for residential day cares, antennas, or telecoms. In Zone D2, land zoned AW and AW:AC may no longer allow for antennas or

telecoms. In summary, while no significant non-residential displacement is anticipated under the Draft ALUCP, sensitive land uses, such as day care, antennas, and telecoms, may be restricted in some Draft Compatibility Zones for the Angwin Airport- Parret Field AIA.

Napa County Airport

The Napa County Airport AIA consists of parcels with Napa County, City of Napa, and City of American Canyon zoning classifications. Land within the Napa County Airport AIA has the following County zoning classifications: Agricultural Watershed (AW), Agricultural Watershed-Airport Compatibility (AW:AC), General Industrial- Airport Compatibility (GI:AC), Industrial Park- Airport Compatibility (IP:AC), Airport- Airport Compatibility (AV:AC), Public Lands- Airport Compatibility (PL:AC), Industrial—Airport Compatibility (I:AC), Napa Pipe Industrial/Business Park-Waterfront: Airport (NP-IBP-W:AC), and Napa Pipe Mixed Use Residential-Waterfront: Airport Compatibility (NP-MUR-W:AC). Land within the Napa County Airport AIA has the following City of Napa zoning classifications: Devlin Road Transfer Station, Industrial Park, Area A (IP-A), Industrial Park, Area B (IP-B), Industrial Park, Area C (IP-C), Napa Pipe Master Plan (MP-NP-IL, -IBP, -IBP-W, -MUR, -W), Agricultural Resources (AR), Public-Quasi Public Schools and Health Facilities (PQ), and Light Industrial (IL). Finally, land within the Napa County Airport AIA has the following City of American Canyon zoning classifications: General Industrial.

Per the displacement analysis presented in Section 4, there is no significant residential displacement in any of the zoning classifications. ~~and rather, there is an overall increase in the number of permitted units across the entire AIA, as well as within each classification.~~ The draft ALUCP may enable development of additional housing units within the AIA, subject to the general plan and zoning regulations of Napa County, the City of Napa, and the City of American Canyon.

Furthermore, while there is no significant non-residential displacement within the Napa County Airport AIA, some non-residential land uses may be restricted under the Draft ALUCP. In Draft Zone B1, land zoned AW:AC by Napa County may no longer allow for the following land uses: residential day care, antennas, telecoms, farmworker housing (up to 12 units), overnight lodging, or RV park or campgrounds. Land in County zones GI:AC and IP:AC may no longer permit the following land uses: antennas, telecoms. In Draft Zone B2, land zoned PL:AC by Napa County may no longer allow for the following land uses: residential day care, antennas, telecoms, farmworker housing (up to 12 units), overnight lodging, or RV park or campgrounds. County zones GI:AC, I:AC, and IP:AC may no longer permit the following land uses: antennas, telecoms. In County zone PL:AC, antennas, telecoms, and governmental offices may become restricted land uses. In Draft Zone B3, land zoned AW:AC by Napa County may no longer allow for small residential day care (<6). In Draft Zone D2, land zoned NP-MUR-WLAC by Napa County may place restrictions on multi-unit housing of at least 20 du/acre, and restrict density to a maximum of 700 total residential units. Additionally, County zones NP-IBP-W:AC in Draft Zone D2 may restrict antennas and telecoms.

In Draft Zones B1 and B2, the Devlin Road Transfer Station, an existing land use in the City of Napa, would not be affected by changes to the ALUCP. In Draft Zone B2, land zoned IP-A by the City of Napa may have allowed land uses restricted by ALUCP policies: laboratories, research and development, and public schools. In Draft Zone D2, land zoned for the Napa Pipe mixed-use development is covered by a Master Plan. The Master Plan incorporates airport compatibility policies that would not be affected by the Draft ALUCP. In Draft Zone D2, land zoned by the City of Napa as AR may restrict future development of large employee housing and public schools in this area. Additionally, in Draft Zone D2, public schools may also no longer be permitted in lands zoned PQ and IL by the City of Napa. In Zone D2, future development of

laboratories, research and development, and public schools in land zoned IP-A, IP-B, and IP-C by the City of Napa may be restricted under the Draft ALUCP.

In Draft Zone B2, land zoned for General Industrial by the City of American Canyon may restrict the following land uses: drugstores, professional and medical offices, research and development, small-cell antenna facilities, government facilities, public safety facilities, transportation terminals, and utilities.

In summary, some sensitive land uses, such as day care, public schools, research and development/laboratories, antennas, and telecoms, may be restricted in some Draft Compatibility Zones for the Napa County Airport AIA. However, this land may be used for a variety of non-residential uses that do not require high concentrations of persons. Sufficient non-residential land is available in the City of American Canyon to absorb demand for these more specialized uses. Thus, there would not be a significant impact to land use.

5.12 Mineral Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☒	☐

a – b) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, nor will it result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted

for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to mineral resources resulting from adoption of the 2024 ALUCP are found to be less than significant..

5.13 Noise

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. NOISE – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

a– b) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The Draft ALUCP will not result in generation of excessive groundborne vibration or groundborne noise levels.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted

for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects related to noise resulting from adoption of the 2024 ALUCP are found to be less than significant.

c) Generally speaking, aircraft noise is prevalent at an airport and within its influence area. The Draft ALUCP outlines policies for assessing noise impacts within the AIA and restricting/expanding land uses accordingly. The policies outlined in the Draft ALUCP are designed to reduce noise exposure for sensitive land uses, such as daycares, public schools, and government/medical offices, by developing noise contours and establishing noise computability criteria.

As discussed in Section 3.9, airport-related noise and its impacts on land uses were considered in the development of the Draft ALUCP. The forecast noise contours from the Angwin 2009 ALP and supplemental data, and the 2007 Napa County Airport Master Plan and 2016 ALP were used to update the noise compatibility factors in the ALUCP. The noise contours are described in terms of the Community Noise Equivalent Level (CNEL), the metric adopted by the State of California for land use planning purposes. In accordance with PUC Section 21675(a), the airport noise contours cover the requisite 20-year planning timeframe and represent approximately 14,000 annual aircraft operations for Angwin Airport – Parrett Field and 260,000 annual aircraft operations for Napa County Airport. The updated ALUCP establishes criteria that reduce the potential exposure of people to excessive aircraft-related noise by limiting residential densities (dwelling units per acre) and other noise-sensitive land uses in locations exposed to noise levels in excess of 60 dB CNEL or higher. Thus, the proposed ALUCP updates noise compatibility to protect sensitive land uses from excessive noise, which protects people residing or working in the area from noise and associated hazards.

5.14 Population and Housing

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. POPULATION AND HOUSING – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

a - b) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The ALUCP does not impact existing land uses, nor does the document include physical activities that would result in construction or demolition of housing units.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to population and housing resulting from adoption of the 2024 ALUCP are found to be less than significant. On the contrary, the adoption of the Draft ALUCP is expected to result in a net increase in allowed housing units for both the Angwin Airport—Parrett Field AIA and the Napa County Airport AIA, subject to local general plans and regulations. ~~Within the Angwin Airport–Parrett Field AIA, an additional 5,426 housing units will be allowed, and 87 units will have restrictions removed when the Draft ALUCP is adopted. This results in a net increase in 5,513 allowed housing units within the Angwin Airport–Parrett Field AIA. Within the Napa County Airport AIA, 240 units are displaced upon adoption of the Draft ALUCP; however, this displacement is completely offset by an increase in allowed units of 41,818 units. Thus, the adoption of the Draft ALUCP will result in a net increase in 41,578 units within the Napa County AIA.~~ The adoption of the Draft ALUCP imposes minimal risk to the County meeting its Regional Housing Needs Assessment (RHNA) allocation. The original RHNA allocation was set at 1,014 units for 2023 through 2031. However, a series of proposed transfers to incorporated cities within the County would lower the County's allocation to 106 units (Napa County 2023).

5.15 Public Services

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. PUBLIC SERVICES – Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
Other public facilities?	☐	☐	☒	☐

a) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: 1) fire protection, 2) police protection, 3) schools, 4) parks, or 5) other public facilities. The adoption and implementation of the Draft ALUCP may require additional staff time for local jurisdictions to review and reconcile the proposed ALUCP with the general plan as required. However, this does not represent a substantial service demand such that expanded or new facilities would be required, and therefore would have no environmental impact.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4. Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in new demand for public services facilities resulting in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to public services resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.16 Recreation

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

a – b) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated, nor will it include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. For example, some Draft ALUCP policies limit large gatherings and land uses/features that would attract wildlife, which could limit recreational facilities in intensity and density. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to recreation resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.17 Transportation

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. TRANSPORTATION – Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

a – d) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, nor will it conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). Consistency of the Draft ALUCP with airport-related general plan policies are further discussed in Section 3.11 Land Use and Planning.

The Draft ALUCP will not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment), nor will it result in inadequate emergency access.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to transportation resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.18 Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	☒	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

a – b) Discussion

The County notified California Native American tribes, having previously requested notice, of the proposed project and offered consultation pursuant to Public Resources Code section 21080.3.1.

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is 1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or 2) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in

subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to tribal cultural resources from adoption of the 2024 ALUCP are found to be less than significant.

5.19 Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, waste water treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the waste water treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

a – e) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects, nor will it have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. The Draft ALUCP will have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. The Draft ALUCP will result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. The Draft ALUCP will not generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. The Draft ALUCP will comply with federal, state, and local management and reduction statutes and regulations related to solid waste.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to public utilities and service systems resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.20 Wildfire

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

a – d) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP not substantially impair an adopted emergency response plan or emergency evacuation plan, nor will it exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire, due to slope, prevailing winds, and other factors. The Draft ALUCP will not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. The Draft ALUCP will not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect effects to wildfire hazards resulting from adoption of the 2024 ALUCP are found to be less than significant.

5.21 Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

a) Discussion

The Draft 2024 Napa Countywide ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not impact existing land uses, nor does the document include physical activities that would directly impact the AIA environment. Thus, the Draft ALUCP will not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. The Draft ALUCP will not have impacts that are individually limited, but cumulatively considerable ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection

with the effects of past projects, the effects of other current projects, and the effects of probable future projects.) The Draft ALUCP will not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

However, the Draft ALUCP may indirectly affect future land development within the AIA of each airport. Local general plans, specific plans, and zoning ordinances must be consistent with an adopted ALUCP (unless the local jurisdiction overrides the ALUCP as described in Section 1.4). Thus, inconsistency between the adopted ALUCP and current land use plans could result in displacement of planned land uses, where demand for a particular land use that is restricted by the ALUCP results in the need to develop those land uses elsewhere. This in turn may result in physical changes to the environment that were not accounted for in local plans and associated environmental analysis, resulting in potentially significant impacts. Displacement may occur with both residential and non-residential uses.

As discussed in Section 4, the displacement analysis prepared for the 2024 ALUCP found that displacement effects would be less than significant. Thus, indirect environmental effects from adoption of the 2024 ALUCP are found to be less than significant.

b) No other airport planning projects are proposed that would result in significant cumulative changes to land use planning.

c) The Draft 2024 ALUCP is a policy document that directs future land use development within the Airport Influence Area (AIA) for each respective public-use airport within Napa County. The Draft ALUCP does not authorize development that could directly affect human beings. In addition, the draft plan is protective of human beings, by developing safety and noise compatibility criteria for land uses within the two AIAs. Therefore, the 2024 ALUCP's effect on human beings would be less than significant.

6 References and Preparers

6.1 References Cited

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Caltrans. 2024. State Scenic Highway Map. https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways. Accessed April 24, 2024.

DOC (California Department of Conservation). 2024. Farmland Mapping and Monitoring Program. California Important Farmland Finder, https://maps.conservation.ca.gov/dlrp/ciff/. Accessed April 24, 2024.

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Napa County. 2023. 2023 – 2031 Housing Element. Adopted Feb. 21, 2023.

6.2 List of Preparers

Dudek

Maryse Suppiger, Planner
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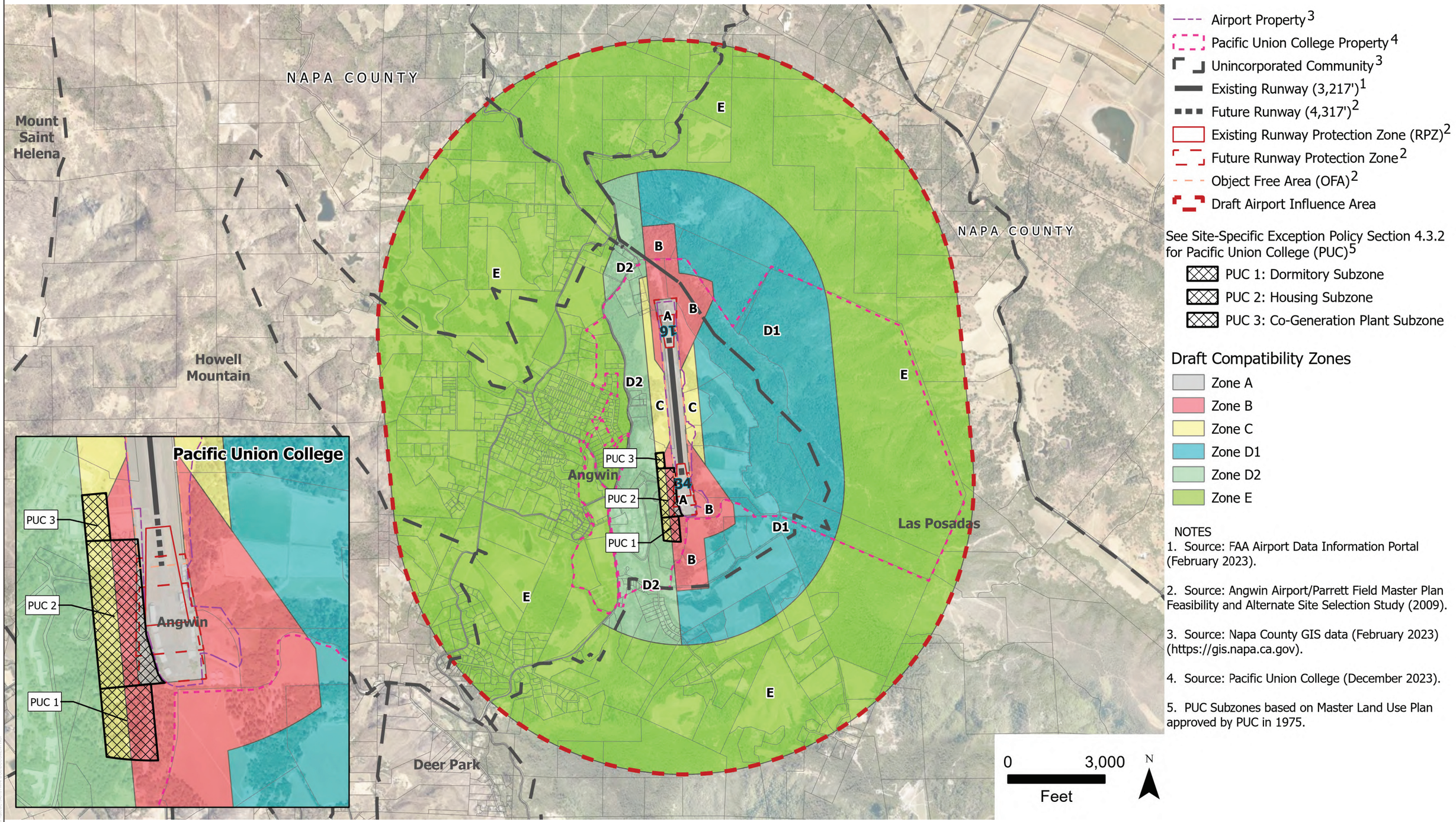
Mead & Hunt

Marieke Armstong, ALUCP Planner
Maranda Thompson, Project Manager

Napa County

Dana Morrison, Supervising Planner

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- Airport Property[3]
- Pacific Union College Property[4]
- Unincorporated Community[3]
- Existing Runway (3,217')[1]
- Future Runway (4,317')[2]
- Existing Runway Protection Zone (RPZ)[2]
- Future Runway Protection Zone[2]
- Object Free Area (OFA)[2]
- Draft Airport Influence Area

See Site-Specific Exception Policy Section 4.3.2 for Pacific Union College (PUC)[5]

- PUC 1: Dormitory Subzone
- PUC 2: Housing Subzone
- PUC 3: Co-Generation Plant Subzone

Draft Compatibility Zones

- Zone A
- Zone B
- Zone C
- Zone D1
- Zone D2
- Zone E

NOTES

1. Source: FAA Airport Data Information Portal (February 2023).

2. Source: Angwin Airport/Parrett Field Master Plan Feasibility and Alternate Site Selection Study (2009).

3. Source: Napa County GIS data (February 2023) (https://gis.napa.ca.gov).

4. Source: Pacific Union College (December 2023).

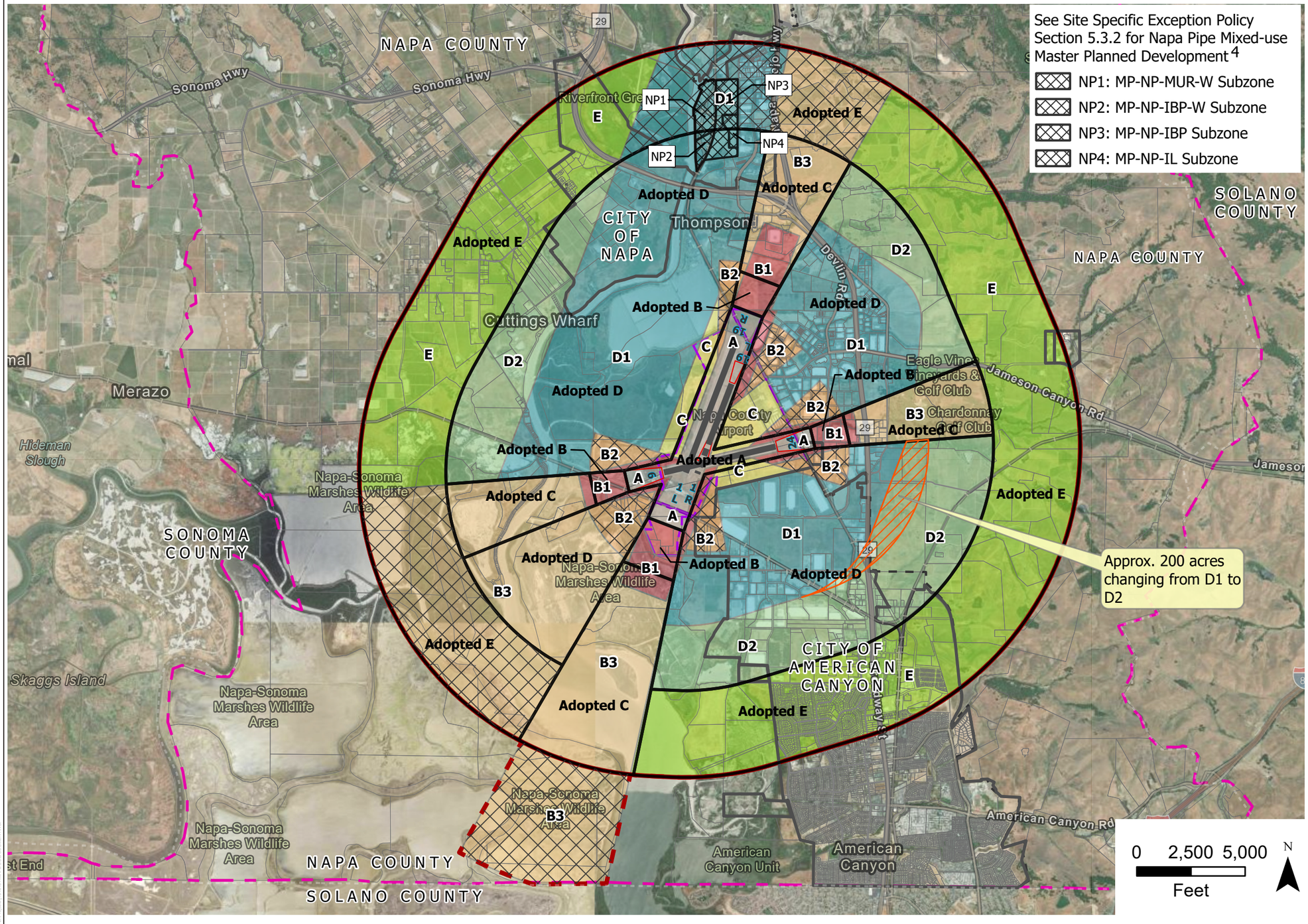
5. PUC Subzones based on Master Land Use Plan approved by PUC in 1975.

SOURCE: Mead & Hunt 2024

FIGURE 1

ANG Draft Policy Zones

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NOTES

1. Existing Runway data source: FAA Airport Data Information Portal (February 2023).
Runway 6/24: 5,008'
Runway 1L/19R: 5,930'
Runway 1R/19L: 2,510'

2. Source: FAA Approved Napa County Airport Layout Plan (2016).
Runway 1R Extension: 1,791'

3. Source: Napa County GIS data (February 2023) (https://gis.napa.ca.gov).

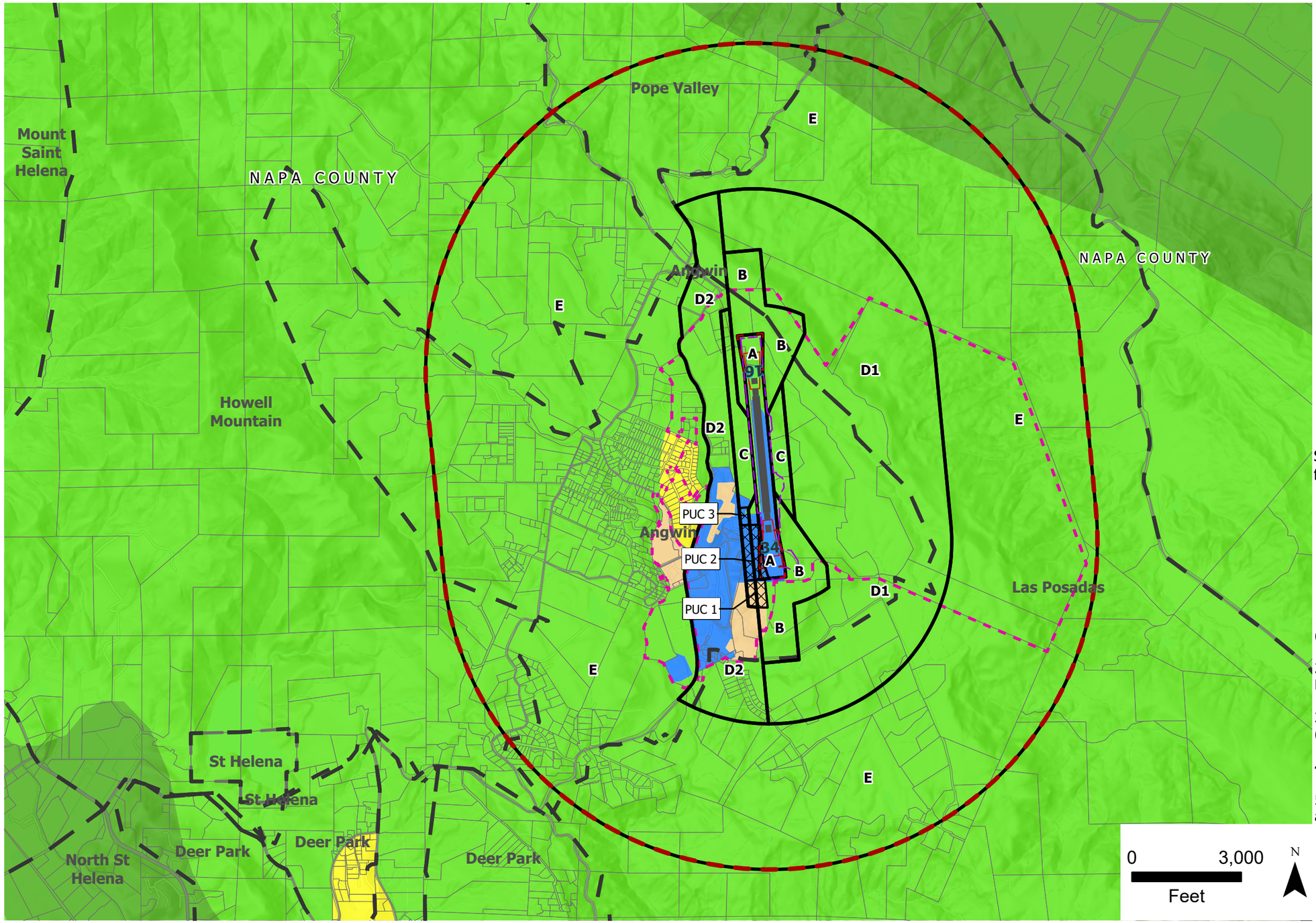
4. Subzone designation based on City of Napa Zoning Code.

SOURCE: Mead & Hunt 2024

FIGURE 2

APC Draft Policy Zones

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- Airport Property [3]
- Pacific Union College Property [4]
- Unincorporated Community [3]
- Existing Runway (3,217') [1]
- Future Runway Extension (4,317') [2]
- Existing Runway Protection Zone (RPZ) [2]
- Future Runway Protection Zone [2]
- Draft Airport Influence Area

General Plan 2008-2030 [3]

- AGRICULTURAL RESOURCE
- AGRICULTURE, WATERSHED AND OPEN SPACE
- PUBLIC-INSTITUTIONAL
- RURAL RESIDENTIAL
- URBAN RESIDENTIAL

See Site-Specific Exception Policy Section 4.3.2 for Pacific Union College (PUC)

- PUC 1: Dormitory Subzone
- PUC 2: Housing Subzone
- PUC 3: Co-Generation Plant Subzone

NOTES

1. Source: FAA Airport Data Information Portal (February 2023).

2. Source: Angwin Airport/Parrett Field Master Plan Feasibility and Alternate Site Selection Study (2009).

3. Source: Napa County GIS data (October 2024). (https://gis.napa.ca.gov)

4. Source: Pacific Union College (December 2023).

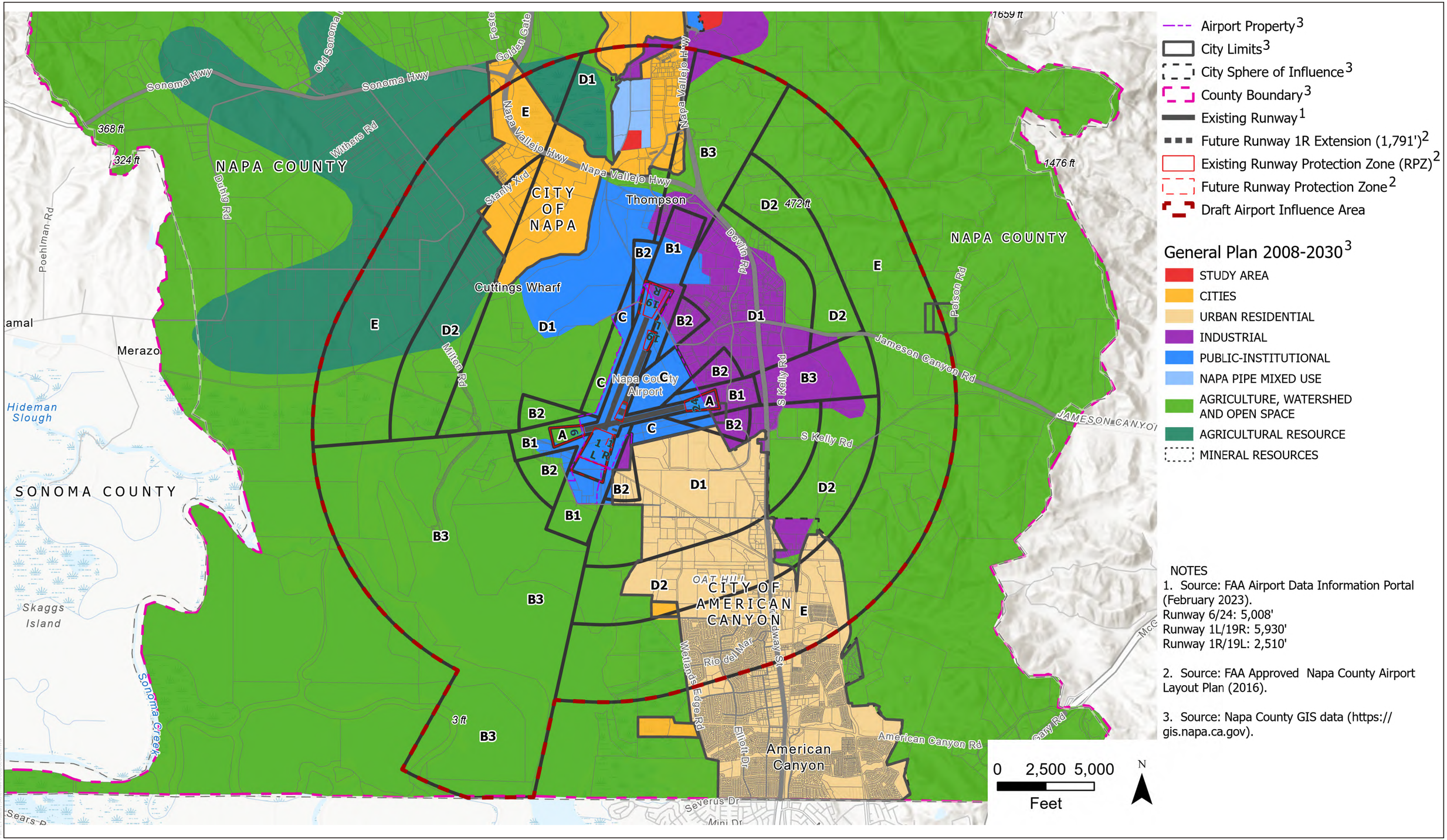
5. PUC Subzones based on Master Land Use Plan approved by PUC in 1975.

SOURCE: Mead & Hunt 2024

FIGURE 3

ANG Land Uses

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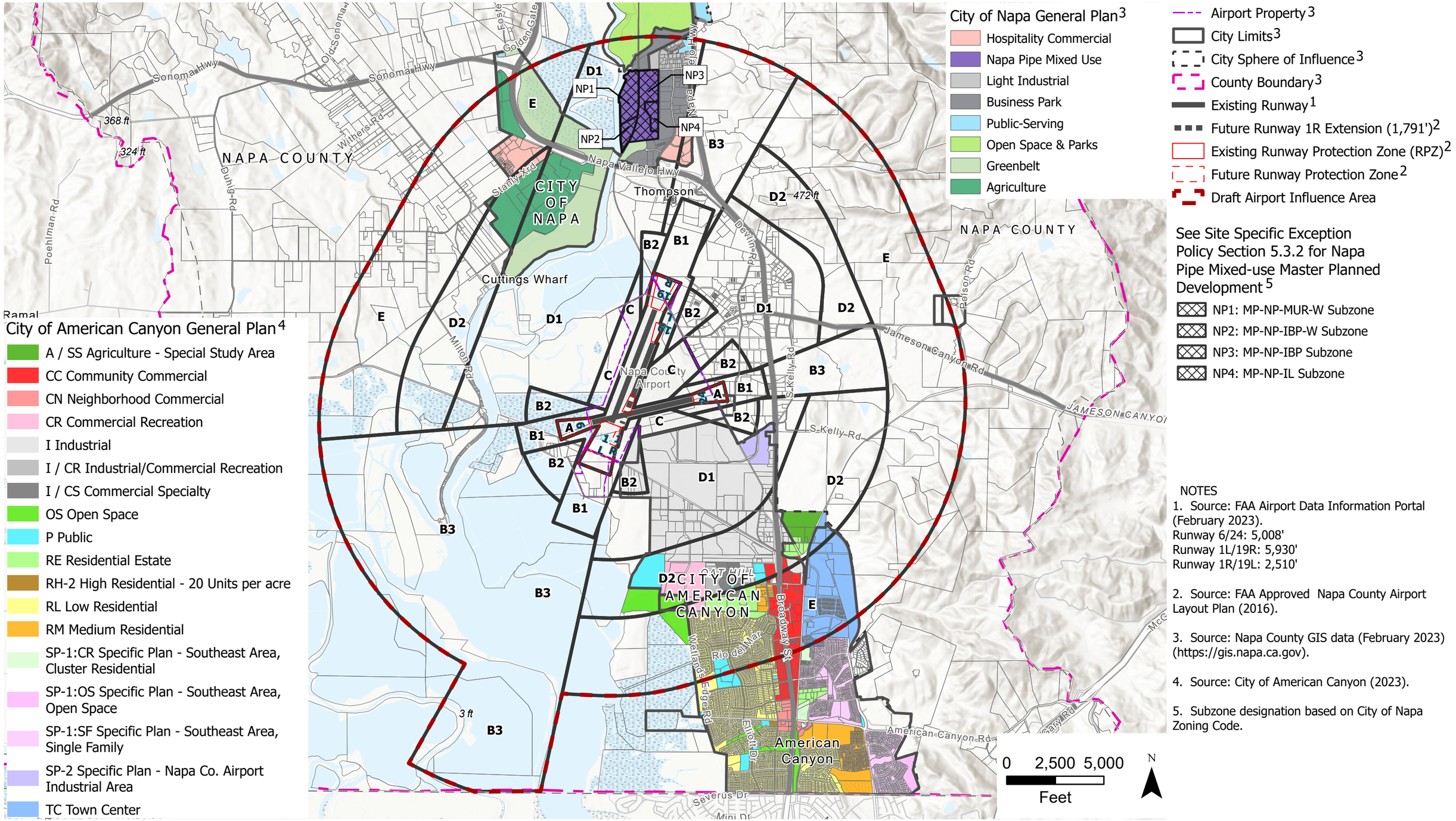


SOURCE: Mead & Hunt 2024

FIGURE 4A

APC Co. Land Use

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NOTES

1. Source: FAA Airport Data Information Portal (February 2023).
Runway 6/24: 5,008'
Runway 1L/19R: 5,930'
Runway 1R/19L: 2,510'

2. Source: FAA Approved Napa County Airport Layout Plan (2016).

3. Source: Napa County GIS data (February 2023) (https://gis.napa.ca.gov).

4. Source: City of American Canyon (2023).

5. Subzone designation based on City of Napa Zoning Code.

SOURCE: Mead & Hunt 2024

FIGURE 4B

APC City Land Use

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RESOLUTION NO. 2025-001-PC

RESOLUTION OF THE NAPA COUNTY PLANNING COMMISSION RECOMMENDING THAT THE NAPA COUNTY BOARD OF SUPERVISORS AMEND THE AGRICULTURAL PRESERVATION AND LAND USE ELEMENT AND COMMUNITY CHARACTER ELEMENT OF THE NAPA COUNTY GENERAL PLAN AND AMEND CHAPTER 18.80 (AC AIRPORT COMPATIBILITY COMBINATION DISTRICT) OF THE NAPA COUNTY CODE TO ACHIEVE CONSISTENCY WITH THE AIRPORT LAND USE COMPATIBILITY PLAN ADOPTED ON DECEMBER 4, 2024, BY THE NAPA COUNTY AIRPORT LAND USE COMMISSION

WHEREAS, California Government Code Section 65302.3 requires counties to have their general plans, specific plans, and land use regulations be consistent with the Airport Land Use Compatibility Plans; and

WHEREAS, California Government Code Section 65350, et seq. provides for the procedure to amend county general plans at the option of the local legislative bodies; and

WHEREAS, Resolution No. 05-173 establishes the County's local procedures for initiating and processing General Plan Amendments and authorizes the Planning Commission to review and make recommendations to the Board of Supervisors on proposed amendments to the Napa County General Plan; and

WHEREAS, California Government Code Section 65358 provides that the County may amend all or part of the General Plan if it deems the amendment to be in the public interest; and

WHEREAS, the County's General Plan was adopted in 2008. The Napa County Airport Land Use Compatibility Plan was adopted in 2024 (ALUCP) by the Napa County Airport Land Use Commission (ALUC); and

WHEREAS, on March 25, 2025, the Board of Supervisors directed Staff to initiate a General Plan Amendment to achieve consistency between the County's General Plan and the ALUCP; and

WHEREAS, in order to bring the County's General Plan into compliance with the ALUCP and to maintain internal consistency within the General Plan as a whole, amendments must be made to the Agricultural Preservation and Land Use Element and Community Character Element of the County's General Plan; and

WHEREAS, County staff circulated the proposed General Plan Amendment for public and agency review consistent with California Government Code Sections 65352 and 65352.3; and

WHEREAS, California Government Code Section 65358 permits a local legislative body to amend a mandatory element of the General Plan no more than four times during a calendar year and this is the first amendment to the County's General Plan for the year 2025; and

WHEREAS, California Government Code Section 65103 provides that the Planning Commission, acting as a Planning Agency, is charged with administration of the County General Plan and with making recommendations on amendments to the County's General Plan; and

WHEREAS, the ALUC adopted a Negative Declaration (State Clearinghouse No. 2024060773) in connection with the adoption of the ALUCP on December 4, 2024. The proposed General Plan Amendment implements policies that were previously evaluated and are within the scope of the adopted Negative Declaration. No new mitigation measures and no new environmental effects would occur and none of the conditions requiring preparation of a subsequent Negative Declaration or further environmental review under CEQA Guidelines Section 15162; and

WHEREAS, pursuant Chapter 4, Title 7, commencing with Section 65800, of the California Government Code, this Resolution is consistent with the following policies and goals of the 2008 General Plan Update: Action Item AG/LU-49.1 and Policies AG/LU-49, AG/LU-66, AG/LU-95, CIR-38, and CIR-40; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 16, 2025. The Planning Commission considered all written and oral testimony presented at the public hearing in making its recommendation; and

WHEREAS, having considered all of the evidence, the Planning Commission desires to adopt this Resolution recommending that the Board take the required actions to approve the Project.

NOW, THEREFORE, BE IT RESOLVED the Napa County Planning Commission recommends the Board of Supervisors approve the Project and take all necessary actions as follows:

A. Find that this project implements the programs and policies of the ALUCP, is within the scope of the activities and impacts identified and analyzed in the ALUCP's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773), and no new environmental effects have been found and no new mitigation is necessary;

B. Adopt a resolution amending the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan to achieve consistency with the ALUCP adopted by the Napa County ALUC on December 4, 2024; and

C. Adopt an ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024, by the ALUC.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Planning Commission held on the 16th of July, 2025, by the following vote:

AYES:	COMMISSIONERS	Richmond, Brooks, Brunzell, Moran Williams, Dameron
NOES:	COMMISSIONERS	None
ABSTAIN:	COMMISSIONERS	None
ABSENT:	COMMISSIONERS	None

Megan Dameron
Chair (By e-signature)
Napa County Planning Commission

APPROVED AS TO FORM Office of County Counsel	ATTEST:
By: *McKayla McMahon* Deputy County Counsel	By: *Alexandria Quackenbush* Alexandria Quackenbush
Date: July 1, 2025	Date: July 16, 2025

*The following documents are attached separately as attachments B and C, respectively to the July 16, 2025, Planning Commission Staff Report.

PROPOSED RESOLUTION: A resolution amending the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan to achieve consistency with the Airport Land Use Compatibility Plan (ALUCP) adopted by the Napa County Airport Land Use Commission (ALUC) on December 4, 2024; and

PROPOSED ORDINANCE: An ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024 by the ALUC.

RESOLUTION NO. 2025-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE AGRICULTURAL PRESERVATION AND LAND USE ELEMENT AND COMMUNITY CHARACTER ELEMENT OF THE NAPA COUNTY GENERAL PLAN TO ACHIEVE CONSISTENCY WITH THE AIRPORT LAND USE COMPATIBILITY PLAN ADOPTED ON DECEMBER 4, 2024, BY THE NAPA COUNTY AIRPORT LAND USE COMMISSION

WHEREAS, California Government Code Section 65302.3 requires counties to have their general plans, specific plans, and land use regulations be consistent with the Airport Land Use Compatibility Plans; and

WHEREAS, California Government Code Section 65350, et seq. provides for the procedure to amend county general plans at the option of the local legislative bodies; and

WHEREAS, Resolution No. 05-173 establishes the County's local procedures for initiating and processing General Plan Amendments and authorizes the Planning Commission to review and make recommendations to the Board of Supervisors on proposed amendments to the Napa County General Plan; and

WHEREAS, California Government Code Section 65358 provides that the County may amend all or part of the General Plan if it deems the amendment to be in the public interest; and

WHEREAS, the County's General Plan was adopted in 2008. The Napa County Airport Land Use Compatibility Plan (ALUCP) was adopted in 2024 by the Napa County Airport Land Use Commission (ALUC); and

WHEREAS, on March 25, 2025, the Board of Supervisors directed Staff to initiate a General Plan Amendment to achieve consistency between the County's General Plan and the ALUCP; and

WHEREAS, in order to bring the County's General Plan into compliance with the ALUCP and to maintain internal consistency within the General Plan as a whole, amendments must be made to the Agricultural Preservation and Land Use Element and Community Character Element of the County's General Plan; and

WHEREAS, County staff circulated the proposed General Plan Amendment for public and agency review consistent with California Government Code Sections 65352 and 65352.3; and

WHEREAS, California Government Code Section 65358 permits a local legislative body to amend a mandatory element of the General Plan no more than four times during a calendar year and this is the first amendment to the County's General Plan for the year 2025; and

WHEREAS, California Government Code Section 65103 provides that the Planning Commission, acting as a Planning Agency, is charged with administration of the County General Plan and with making recommendations on amendments to the County's General Plan; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 16, 2025. The Planning Commission considered all written and oral testimony presented at the public hearing in making its recommendation; and

WHEREAS, the Planning Commission forwarded a recommendation to approve the proposed General Plan Amendment to the Board of Supervisors; and

WHEREAS, a duly noticed public hearing was held by the Airport Land Use Commission on August 6, 2025, and found the proposed General Plan and Zoning Code Amendments to be consistent with the 2024 Airport Land Use Compatibility Plan; and

WHEREAS, on August 19, 2025, at a duly noticed public hearing, the Board of Supervisors considered the Planning Commission's recommendations, and all written and oral testimony presented at the public hearing; and

WHEREAS, the ALUC adopted a Negative Declaration (State Clearinghouse No. 2024060773) in connection with adoption of the ALUCP on December 4, 2024. The proposed General Plan Amendment implements policies that were previously evaluated and are within the scope of the adopted Negative Declaration. No new mitigation measures and no new environmental effects would occur and none of the conditions requiring preparation of a subsequent Negative Declaration or further environmental review under CEQA Guidelines Section 15162; and

WHEREAS, pursuant Chapter 4, Title 7, commencing with Section 65800, of the California Government Code, this Resolution is consistent with the following policies and goals of the 2008 General Plan Update: Action Items AG/LU-49.1 and CC 45.1 and Policies AG/LU-49, AG/LU-66, AG/LU-95, CC-45, CIR-38, and CIR-40. The general plan amendment and zoning code update achieve consistency with the airport zones and generally compatible uses identified in the Airport Land Use Commission's Airport Land Use Plan adopted on December 4, 2024; and

WHEREAS, having considered all of the evidence, the Board of Supervisors wishes to adopt the following General Plan Amendment to achieve consistency with the Airport Land Use Compatibility Plan; and

WHEREAS, with this Resolution, the Board of Supervisors amends and updates the Napa County General Plan text and maps as contained in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

A. The Board finds that the proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA). This project implements the programs and policies of the Airport Land Use Compatibility Plan, is within the scope of the activities and impacts identified in Airport Land Use Compatibility Plan's adopted Negative Declaration and no new environmental effects have been found and no new mitigation is necessary. Therefore, no additional

environmental review is required pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

B. The Board finds that the proposed amendment is in the public interest, as it will render the General Plan consistent with state law concerning airport compatibility, and county policies and regulations of the Airport Land Use Commission and the Airport Land Use Compatibility Plan.

C. The Board finds that the changes shown as added (by underlining) or deleted (by strikethrough) contained in the proposed General Plan Amendment attached as Exhibit "A" are internally consistent with the Napa County General Plan, both among the elements and within each element. All changes proposed will maintain consistency per California Government Code Section 65300.5.

D. The Board adopts the proposed text amendments and maps to the General Plan as set forth in Exhibit "A" attached and incorporated here by reference. The Board further directs the Planning, Building and Environmental Services Department to integrate the approved changes into the Napa County General Plan.

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

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

_____

ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *McKayla McMahon* Deputy County Counsel Date: August 11, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

Attachments

1) Exhibit A – Proposed Text Amendments and Maps to the General Plan

Exhibit A

Proposed Amendments to the Napa County General Plan Revising Airport Related Policies of the Agricultural Preservation and Land Use Element and Airport related Maps of the Community Character Element.

Additions are underlined. Deletions are struck through. Revision markers are noted in left or right margins as vertical lines.

Agricultural Preservation and Land Use (AG/LU)

Commercial, Industrial, Napa Pipe Mixed Use, and Study Area Land Use Polices (Page AG/LU-25)

Policy AG/LU-49: The County shall use zoning to ensure that land uses in ~~airport approach zones~~ Airport Influence Areas (AIA) comply with applicable Airport Land Use Compatibility policies. If necessary, the County shall acquire development rights in ~~airport approach zones~~ AIAs. This policy shall apply to the Napa County Airport and Angwin Airport (Parrett Field).

Action Item AG/LU 49.1: Refer General Plan land use changes, proposed rezonings, and proposed developments in ~~Airport Approach Zones~~AIAs to the Napa County Airport Land Use Commission or the ALUCP Executive Officer (or their designee) for review and comment.

Issue and Constraints (Page AG/LU-33)

Pacific Union College is the largest land holder in Angwin with the main campus, the airport, campus housing and a large parcel of land used as open space. The college's Planned Development zoning was created in order for the college to provide necessary services to its students and ensure that the college would be able to grow should the student body increase in size.

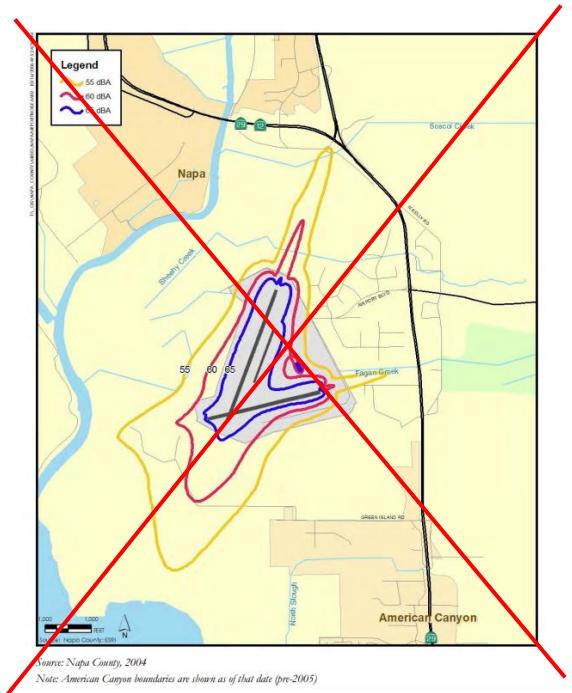
Part of Pacific Union College is the Angwin Airport, second largest in the county and important due to its elevation above the fog that occasionally halts operations at Napa County Airport. The County ~~is currently (2007) investigating purchasing the airport from the College and~~ seeks to preserve the long-term viability of the airport whether it remains in private ownership or not.

In recent years, vineyard development has expanded considerably in Angwin, which lies in the Howell Mountain Appellation area. A number of new vineyards and wineries have been developed, and more are likely, in accordance with the General Plan agricultural land use designations for the Angwin area.

Narrow, winding roads affect travel to and from Angwin, and public concerns have been expressed about water quality and groundwater supplies. Also, Angwin was one of several locations in the county identified in the 2004 Housing Element as having the potential to support the development of affordable housing. Two locations in Angwin were identified, with a potential for up to 191 residential units.

Community Character (CC)

Figure CC-1: Napa County Airport Projected Notice Levels (dBA CNEL) (Page CC-13)



Replace with:

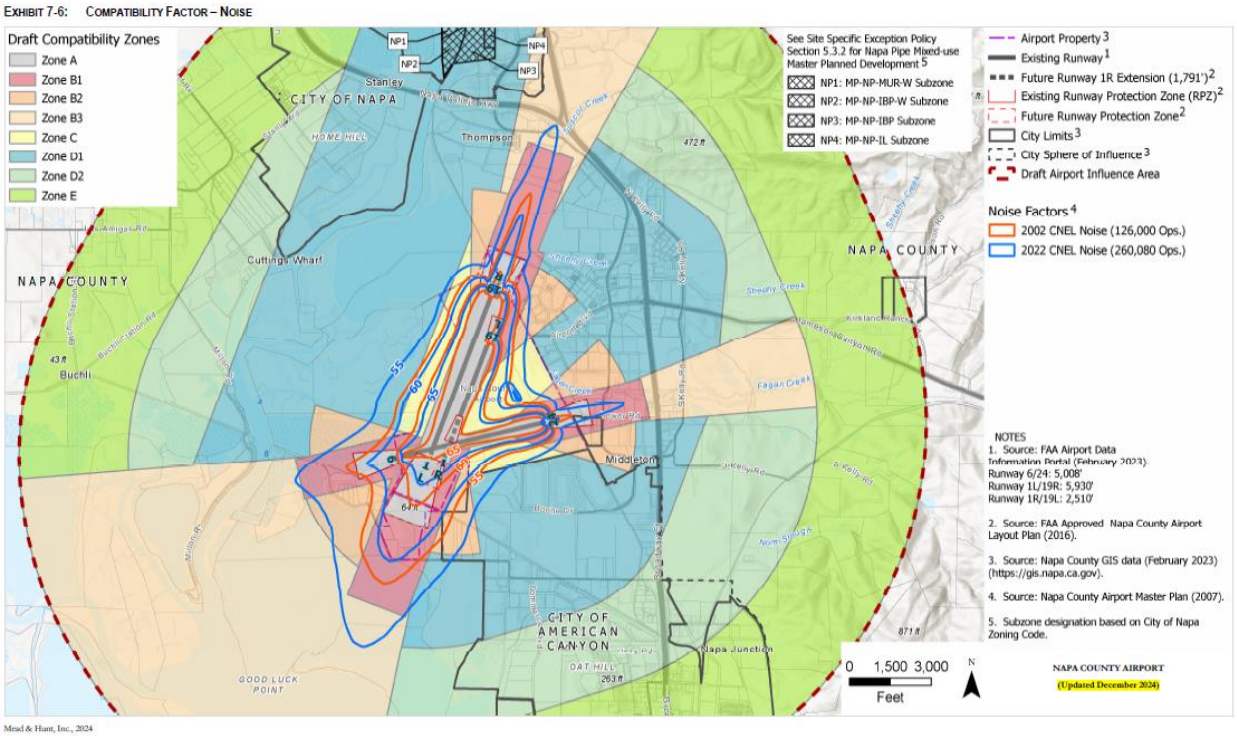
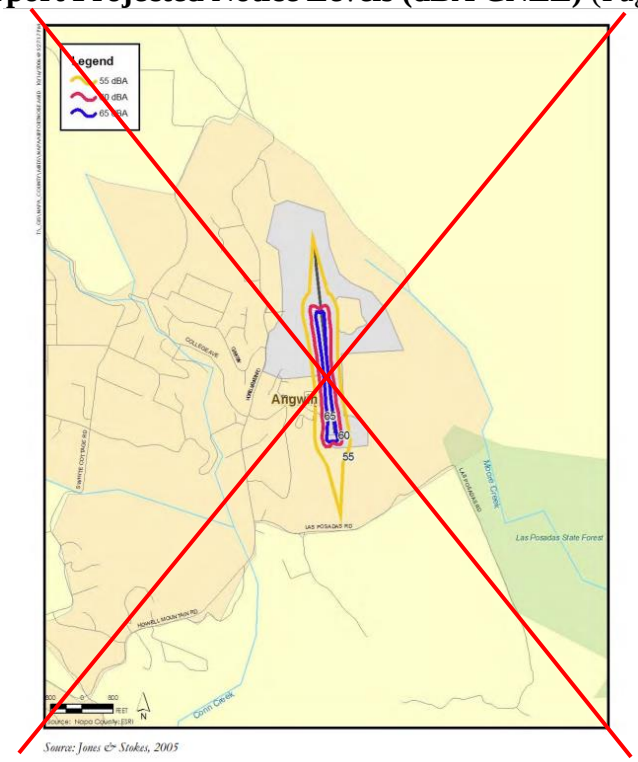
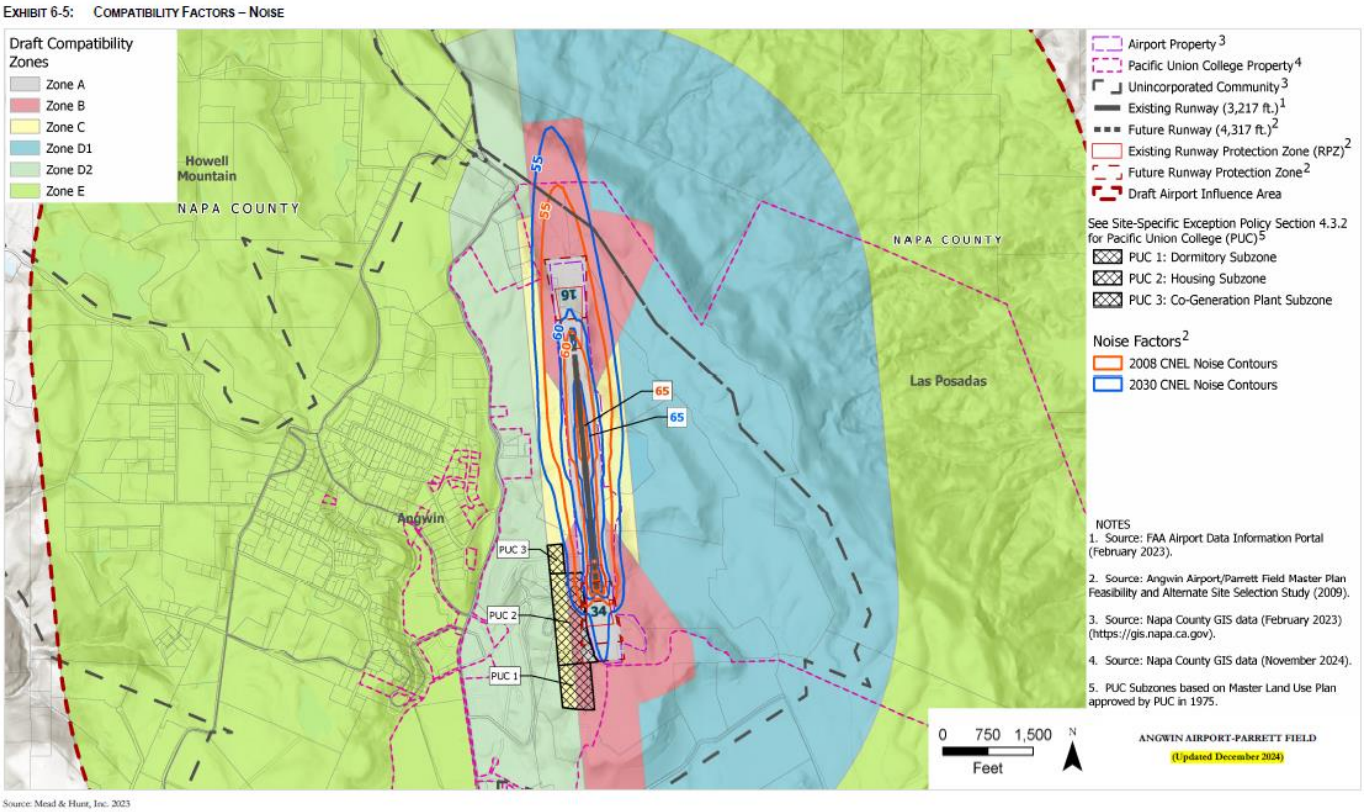


Figure CC-2: Angwin Airport Projected Notice Levels (dBA CNEL) (Page CC-14)



Replace With:



Additions are underlined.
Deletions are ~~struck through.~~
Revision markers are noted in left or right margins as vertical lines.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING CHAPTER 18.80 (AC AIRPORT COMPATIBILITY COMBINATION DISTRICT) SECTIONS 18.80.030 (ALUCP ZONE E REGULATIONS), 18.80.040 (ALUCP ZONE D REGULATIONS), 18.80.050 (ALUCP ZONE C REGULATIONS), 18.80.060 (ALUCP ZONE B REGULATIONS), 18.80.070 (ALUCP ZONE A REGULATIONS), 18.80.090 (ALUC REFERRAL), 18.80.100 (FILING MATERIALS), AND 18.80.110 (FINDINGS) OF TITLE 18 (ZONING) OF THE NAPA COUNTY CODE TO ACHIEVE CONSISTENCY WITH THE AIRPORT LAND USE COMPATIBILITY PLAN ADOPTED ON DECEMBER 4, 2024 BY THE NAPA COUNTY AIRPORT LAND USE COMMISSION

WHEREAS, California Government Code Section 65860(a) requires zoning ordinances be consistent with the general plan; and

WHEREAS, California Government Code Section 65302.3 requires counties to have their general plans, specific plans, and land use regulations be consistent with the Airport Land Use Compatibility Plans; and

WHEREAS, the County's General Plan was adopted in 2008. The Napa County Airport Land Use Compatibility Plan (ALUCP) was adopted in 2024 by the Napa County Airport Land Use Commission (ALUC); and

WHEREAS, on March 25, 2025, the Board of Supervisors directed Staff to initiate a General Plan Amendment to achieve consistency between the County's General Plan and the ALUCP; and

WHEREAS, to ensure consistency between the County General Plan and the County's zoning ordinance, various amendments to Napa County Code Chapter 18.80 (AC Airport Compatibility Combination District) are required; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 16, 2025. The Planning Commission considered all written and oral testimony presented at the public hearing in making its recommendation; and

WHEREAS, the Planning Commission forwarded a recommendation to approve the General Plan and Zoning Code Amendments to the Board of Supervisors; and

WHEREAS, a duly noticed public hearing was held by the Airport Land Use Commission on August 6, 2025, and found the proposed General Plan and Zoning Code Amendments to be consistent with the 2024 Airport Land Use Compatibility Plan; and

WHEREAS, prior to the consideration and adoption of this ordinance, the noticing requirements of County Code Section 18.136.040 were complied with.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Section 18.80.030 (ALUCP Zone E regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read as in full as follows:

18.80.030 - Basic Compatibility Criteria Angwin Airport – Parrett Field. ~~ALUCP Zone E regulations.~~

The Angwin Airport – Parrett Field, has six (6) Airport Compatibility Zones, each with varying Land Use Categories and Intensity Criteria. The Countywide Airport Land Use Compatibility Plan Chapter 4 Exhibit 4-1 Basic Compatibility Criteria, Angwin Airport – Parrett Field, adopted by the Napa County Airport Land Use Commission December 4, 2024, or as may be amended, shall apply in addition to the standards of the principal zoning district.

~~Within ALUCP Zone E most land uses are normally acceptable, however, the following standards shall apply in addition to the standards of the principal zoning district:~~

~~A. Overflight easements in a form acceptable to the airport proprietor shall be required as a condition of subdivision approval and/or discretionary permits for new construction, and for any project requiring a building permit. Such easements shall be prepared prior to issuance of a building permit or recordation of a final map;~~

~~B. Prohibited Uses. Highly noise sensitive outdoor uses referenced in the Napa County airport land use compatibility plan, such as meditative retreats;~~

~~C. Uses Not Normally Acceptable. The following uses raise concerns related to size, noise sensitivity or their propensity to attract birds that must be addressed if the~~

~~use is to be approved. Such uses shall require use permits and shall be referred to the Airport Land Use Commission (ALUC) for a compatibility determination prior to final approval:~~

~~1. Landfills;~~

~~2. New ponds greater than one-half acre in size;~~

~~3. Amphitheaters;~~

~~4. Residential Uses – All. Any proposed residential use shall consider the proximity of flight patterns, frequency of overflights, terrain conditions and type of aircraft in determining acceptable use locations.~~

~~D. General Design Requirements.~~

~~1. Lights, Glare, Electronic Interference. All uses and structures shall be designed so as to prevent hazard to flight that could occur as a result of smoke, glare, distracting lights or electronic interference. All exterior lighting shall be directed or shielded to prevent glare to aircraft and meet any approved ALUC lighting guidelines.~~

~~2. Height. All uses and structures shall be designed to prevent hazard to flight that could occur as a result of very tall structures intruding into flight areas. Height limits shall be as in the underlying zoning district, or, if height limits are not specifically assigned by the underlying district, the height limit shall be thirty-five feet. Any project proposing heights over the applicable height limit shall require a use permit and be referred to the ALUC prior to final approval.~~

SECTION 2. Section 18.80.040 (ALUCP Zone D regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.040 - Basic Compatibility Criteria Napa County Airport. ~~ALUCP Zone D regulations.~~

The Napa County Airport has eight (8) compatibility zones each with varying Land Use Categories and Intensity Criteria. The Countywide Airport Land Use Compatibility Plan Chapter 5 Exhibit 5-1 Basic Compatibility Criteria, Napa County Airport, adopted by the Napa County Airport Land Use Commission December 4, 2024, or as may be amended, shall apply in addition to the standards of the principal zoning district.

~~Within ALUCP Zone D, most nonresidential uses are normally acceptable. However, the following standards shall apply in addition to the standards of the principal zoning district:~~

~~A. Overflight easements in a form acceptable to the airport proprietor shall be required as a condition of subdivision approval and/or discretionary permits for new construction, and for any project requiring a building permit. Such easements shall be prepared prior to issuance of a building permit or recordation of a final map.~~

~~B. Prohibited Uses. The following uses are prohibited:~~

1. Landfills;

2. Residential uses, except for residential uses allowable under agricultural land use and zoning designations.

C. Uses Not Normally Acceptable. The following uses raise concerns related to size, density of use, mobility, noise sensitivity or propensity to attract birds to be addressed for a project to be approved. Such uses shall require use permits and shall be referred to the ALUC for a compatibility determination prior to final approval.

1. Public or private schools for children under eighteen years of age;

2. Libraries;

3. Hospitals, major medical facilities (skilled nursing and similar);

4. Day care centers; except for family day care homes, and ancillary day care centers associated with a business wherein a parent and/or legal guardian of every child present at the daycare is an employee of the primary use or the ancillary daycare center and the daycare does not exceed fifteen children. Furthermore, it is recognized that the provision of day care services are an important countywide goal, and approval of day care centers within compatibility Zone D will not be unreasonably withheld upon demonstration that potential airport land use conflicts have been addressed to the satisfaction of the planning commission and airport land use commission;

5. Retail buildings and shopping centers, greater than forty thousand square feet; or smaller retail buildings and centers that, when combined with an adjacent retail building and center, would in combination total more than forty thousand square feet;

6. Amphitheaters;

7. New ponds.

D. Use Review Criteria. In determining whether proposed uses in subsection (C) of this section have been appropriately designed, decision-making body shall consider the following criteria:

1. Density. Density of use averaged over the entire site (excluding streets) should not exceed one hundred persons per acre in structures, or one hundred-fifty persons in and out of structures;

2. Clustering. Clustering of development within the density parameters is encouraged to protect and provide open land/safety areas (such as requiring building envelopes, contiguous parking and landscape areas, and larger setbacks from certain geographic features such as creeks, roads, etc.);

3. Noise. Appropriate noise reduction measures have been incorporated for noise sensitive uses (such as schools or libraries) consistent with ALUCP and county general plan standards, whichever is more restrictive.

E. General Design Requirements.

~~1. Lights, Glare, Electronic Interference. All uses and structures shall be designed so as to prevent hazard to flight that could occur as a result of smoke, glare, distracting lights or electronic interference. All exterior lighting shall be directed or shielded to prevent glare to aircraft and meet any approved ALUC lighting guidelines.~~

~~2. Height. All uses and structures shall be designed to prevent hazard to flight that could occur as a result of very tall structures intruding into flight areas. Height limits shall be as in the underlying zoning district, or, if height limits are not specifically assigned by the underlying district, the height limit shall be thirty-five feet. Any project proposing heights over the applicable height limit shall require a use permit and be referred to the ALUC prior to final approval.~~

SECTION 3. Section 18.80.050 (ALUCP Zone C regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.050 – Reserved. ~~ALUCP Zone C regulations.~~

~~Within ALUCP Zone C, which is the extended approach/departure zone, most lower intensity non residential uses are normally acceptable. However, the following standards shall apply in addition to the standards of the principal zoning district:~~

~~A. Avigation easements in a form acceptable to the airport proprietor shall be required as a condition of subdivision approval and/or discretionary permits for new construction, and for any project requiring a building permit. Such easements shall be prepared prior to issuance of a building permit or recordation of a final map.~~

~~B. Prohibited Uses. The following uses are prohibited:~~

~~1. Residential uses; except for residential uses allowable under agricultural land use and zoning designations;~~

~~2. Public or private schools for children under eighteen years of age and libraries;~~

~~3. Hospitals and major medical facilities (skilled nursing and similar);~~

~~4. Day care centers, except family day care homes within legally established residences;~~

~~C. Uses Not Normally Acceptable. The following uses raise concerns related to size, density of use, mobility, noise sensitivity or propensity to attract birds to be addressed for a project to be approved. Such uses shall require use permits and shall be referred to the ALUC for a compatibility determination prior to final approval:~~

~~1. Retail buildings and shopping centers larger than forty thousand square feet in size, or smaller retail buildings and centers that, when combined with an adjacent retail building and center, would in combination total more than forty thousand square feet;~~

~~2. Hotels and motels;~~

~~3. Health clubs;~~

~~4. Restaurants or bars seating more than eighty persons;~~

~~5. Multi-story buildings;~~

~~6. Theaters, assembly halls, and conference centers;~~

~~7. New ponds;~~

~~8. Solar panels.~~

~~D. Use Review Criteria. In determining whether proposed uses in subsection (C) of this section have been appropriately designed, the decision-making body shall consider the following criteria:~~

~~1. Density. Density of use averaged over the entire site (excluding streets) should not exceed fifty persons per acre in structures, or seventy-five persons in and out of structures; however, density on any one acre should not exceed twice the indicated number of people per acre;~~

~~2. Clustering. Clustering of development within the density parameters is encouraged to protect and provide open land/safety areas (such as requiring building envelopes, contiguous parking and landscape areas, and larger setbacks from certain geographic features such as creeks, roads, etc.);~~

~~3. Noise. Applicable noise reduction measures have been incorporated for noise sensitive uses (such as hotels, motels and offices) consistent with ALUCP and county general plan standards;~~

~~4. Location. Structures have been set back as far as possible from the extended centerline of the runway.~~

~~E. General Design Requirements.~~

~~1. Lights, Glare, Electronic Interference. All uses and structures shall be designed so as to prevent hazard to flight that could occur as a result of smoke, glare, distracting lights or electronic interference. All exterior lighting shall be directed or shielded to prevent glare to aircraft and meet any approved ALUC lighting guidelines.~~

~~2. Height. All uses and structures shall be designed to prevent hazard to flight that could occur as a result of very tall structures intruding into flight areas. Height limits shall be as in the underlying zoning district, Napa County Airport Ordinance No. 416, and Federal Aviation Administration FAR Part 77 standards. Any project proposing heights over the applicable height limit shall require a use permit and be referred to the ALUC prior to final approval.~~

SECTION 4. Section 18.80.060 (ALUCP Zone B regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read as in full as follows:

18.80.060 – Reserved.~~ALUCP Zone B regulations.~~

~~Within ALUCP Zone B, which is the approach/departure zone, only low intensity uses such as golf courses, nurseries, outdoor storage, and mini-storage are allowable due to substantial risk from low flying aircraft. The following standards shall apply in addition to the standards of the principal zoning district:~~

~~A. Avigation easements in a form acceptable to the airport proprietor shall be required as a condition of subdivision approval and/or discretionary permits for new construction, and for any project requiring a building permit. Such easements shall be prepared prior to issuance of a building permit or recordation of a final map.~~

~~B. Prohibited Uses. The following uses are prohibited:~~

~~1. Residential uses;~~

~~2. Public or private schools;~~

~~3. Hospitals and major medical facilities (skilled nursing and similar);~~

~~4. Day care centers.~~

~~C. Uses Not Normally Acceptable. The following uses raise concerns related to size, density of use, mobility, noise sensitivity or propensity to attract birds to be addressed for a project to be approved. Such uses shall require use permits and shall be referred to the ALUC for a compatibility determination prior to final approval:~~

~~1. Retail buildings and offices;~~

~~2. Hotels and motels;~~

~~3. Health clubs;~~

~~4. Restaurants or bars;~~

~~5. Multi story buildings;~~

~~6. Theaters, assembly halls, and conference centers;~~

~~7. New ponds;~~

~~8. Solar panels;~~

~~D. Use Review Criteria. In determining whether proposed uses in subsection (C) of this section have been appropriately designed, the decision-making body shall consider the following criteria:~~

~~1. Density. Density of use averaged over the entire site (excluding streets) should not exceed ten persons per acre in structures, or twenty-five persons in and out of structures; however, density on any one acre should not exceed twice the indicated number of people per acre;~~

~~2. Clustering. Clustering of development within the density parameters is encouraged to protect and provide open land/safety areas (such as requiring building envelopes, contiguous parking and landscape areas, and larger setbacks from certain geographic features such as creeks, roads, etc.);~~

~~3. Noise. Applicable noise reduction measures have been incorporated for noise sensitive uses (such as hotels, motels and offices) consistent with ALUCP and county general plan standards;~~

~~4. Location. Structures have been set back as far as possible from the extended centerline of the runway.~~

~~E. General Design Requirements.~~

~~1. Lights, Glare, Electronic Interference. All uses and structures shall be designed so as to prevent hazard to flight that could occur as a result of smoke, glare, distracting lights or electronic interference. All exterior lighting shall be directed or shielded to prevent glare to aircraft and meet any approved ALUC lighting guidelines.~~

~~2. Height. All uses and structures shall be designed to prevent hazard to flight that could occur as a result of very tall structures intruding into flight areas. Height limits shall be as in the underlying zoning district, Napa County Airport Ordinance No. 416, and Federal Aviation Administration FAR Part 77 standards. Any project proposing heights over the applicable height limit shall require a use permit and be referred to the ALUC prior to final approval.~~

SECTION 5. Section 18.80.070 (ALUCP Zone A regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.070 – Reserved.~~ALUCP Zone A regulations.~~

~~Within ALUCP Zone A, which is the runway protection zone, land uses are limited to open space, pasture, auto parking, aircraft tie-down, and agricultural uses which do not cause a hazard to flight. This is an area of high risk from low flying aircraft. The following standards shall apply in addition to the standards of the principal zoning district:~~

~~A. Avigation easements in a form acceptable to the airport proprietor shall be required as a condition of subdivision approval and/or discretionary permits for new construction, and for any project requiring a building permit. Such easements shall be prepared prior to issuance of a building permit or recordation of a final map.~~

~~B. Prohibited Uses. The following uses are prohibited:~~

~~1. All Residential uses;~~

~~2. Any assemblage of people;~~

~~3. Any new structure exceeding county and/or FAA height limitations;~~

~~4. Noise sensitive uses;~~

~~C. Uses Not Normally Acceptable. The following uses raise concerns related to size, and hazards to flight to be addressed for a project to be approved. Such uses shall require~~

~~use permits and shall be referred to the ALUC for a compatibility determination prior to final approval:~~

~~1. Heavy poles;~~

~~2. Signs;~~

~~3. Trees;~~

~~4. Lights;~~

~~5. New ponds;~~

~~6. Solar panels.~~

~~D. Use Review Criteria. In determining whether proposed uses in subsection (C) of this section have been appropriately designed, the decision-making body shall consider the following criteria:~~

~~1. Density. Total on site density for uses shall not exceed ten persons per acre. No permanent density is permitted within structures;~~

~~2. Clustering. Clustering of development within the density parameters is encouraged to protect and provide open land/safety areas (such as requiring building envelopes, contiguous parking and landscape areas, and larger setbacks from certain geographic features such as creeks, roads, etc.);~~

~~3. Noise. Applicable noise reduction measures have been incorporated for noise sensitive uses (such as hotels, motels and offices) consistent with ALUCP and county general plan standards;~~

~~4. Location. Structures have been set back as far as possible from the extended centerline of the runway.~~

~~E. General Design Requirements.~~

~~1. Lights, Glare, Electronic Interference. All uses and structures shall be designed so as to prevent hazard to flight that could occur as a result of smoke, glare, distracting lights or electronic interference. All exterior lighting shall be directed or shielded to prevent glare to aircraft and meet any approved ALUC lighting guidelines.~~

~~2. Height. All uses and structures shall be designed to prevent hazard to flight that could occur as a result of very tall structures intruding into flight areas. Height limits shall be as in the underlying zoning district, Napa County Airport Ordinance No. 416, and Federal Aviation Administration FAR Part 77 standards. Any project proposing heights over the applicable height limit shall require a use permit and be referred to the ALUC prior to final approval.~~

SECTION 6. Section 18.80.090 (ALUC referral) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.090 - ALUC referral.

A. General. General plan amendments, specific plans, zoning or subdivision ordinance amendments, facility master plans, building regulations, or uses listed as Conditionally Compatible or Incompatibility as noted in the current Napa Countywide Airport Land Use Compatibility Plan, ~~"Not normally acceptable uses," and~~ structure heights over applicable height limits within ALUCP compatibility zones, and Special Conditions Exception requests shall be referred to and reviewed by the ALUC, or designee(s), for a consistency determination prior to final approval.

B. Process. When projects are referred to the ALUC, the following process shall be followed:

1. The planning commission shall hold a public hearing and make a recommendation on the application and refer the project to the ALUC;
2. The project shall be reviewed by the ALUC and the ALUC shall provide a ALUCP consistency determination. The ALUC may make recommendations to modify the project for consistency with the ALUCP;
3. The county decision-making body shall then hold a public hearing and take final action on the project. If the ALUC finds the project to be inconsistent with the ALUCP, the board of supervisors may override that decision in accordance with state law.

SECTION 7. Section 18.80.100 (Filing materials) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.100 - Filing materials.

In addition to standard application materials, the applicant shall provide the following filing materials:

A. A completed ALUC Referral Form. ~~Special Requirements In/Near Zone C. Subdivisions and new construction proposed in Zone D within one hundred feet of Zone C, or within Zone C shall provide building envelopes, approach surfaces and the extended runway centerline on the plans.~~

B. Property location data, including assessor's parcel number, street address, and subdivision lot number. ~~Design Response, All Projects. The applicant shall address how the building or use has been designed so that it does not create smoke, glare, distracting lights, or electrical interference that may constitute a hazard to aircraft flight.~~

C. An accurately scaled map depicting the project site location in relationship to the airport boundary and runway. Uses Not Normally Acceptable. For projects identified as being not normally acceptable, the applicant shall also address how their use has been appropriately designed to address identified criteria.

D. A description of the proposed use(s), current general plan designation and zoning district, and the type of Major Land Use Action being sought from the Local Agency (e.g., zoning variance, special use permit, building permit).

E. A detailed site plan and supporting data showing site boundaries and size; existing uses that will remain; location of existing and proposed structures, rooftop structures, landscaped areas, open spaces, and water bodies; ground elevations (above mean sea level); and elevations of tops of structures and trees. Additionally:
   a. For residential uses, the number of proposed dwelling units per acre (separately indicating any accessory dwelling units as defined by state law and local regulations).
   b. For nonresidential uses, the total floor area for each type of proposed use, the number of parking spaces, and the maximum number of people (employees, visitors/customers) potentially occupying the total site or portions thereof at any one time.

F. Identification of any features, during or following construction, that would increase the attraction of birds or cause other wildlife hazards to aircraft operations at an airport or in its environs. Such features include, but are not limited to the following:
   a. Open water areas.
   b. Sediment pools, retention basins,
   c. Detention basins that hold water for more than 48 hours.
   d. Artificial wetlands.
   e. Landscaping that provides wildlife shelter and food sources.

G. Identification of any characteristics that could create electrical interference, confusing or bright lights, glare, smoke, or other electrical or visual hazards to aircraft flight.

H. Any environmental document (initial study, draft environmental impact report, etc.) that may have been prepared for the project.

I. Staff Reports regarding the project.

~~C.~~J. Other relevant information that the ALUC or ALUC Executive Office determines to be necessary to enable a comprehensive review of the proposed major land use action.

SECTION 8. Section 18.80.110 (Findings) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.110 - Findings.

A. Except as provided in subsection (C) of this section, the county shall make the following findings for a general plan amendment, specific plan, zoning or subdivision ordinance amendment, building regulations, or uses listed as Conditionally Compatible or

Incompatible: ~~or use permit for a "not normally acceptable" use:~~

a. The proposed project has been referred to the ALUC for a consistency determination; and
b. The ALUC has determined that proposed project is consistent with ALUCP compatibility policies and standards.

B. Design Review. In approving a design review permit for new development, the decision-making body must find that the building or structure has been designed to meet ALUC design requirements.

C. Local Override. To override a determination by the ALUC that a proposed project or use is inconsistent with the ALUCP, the B~~b~~oard of S~~s~~upervisors, by a two-thirds vote, must make specific findings defined by state law (PUC Section 21670) that the action is consistent with the purposes of the ALUC statute.

SECTION 9. The Board finds this project implements the programs and policies of the Airport Land Use Compatibility Plan, is within the scope of the activities and impacts identified and analyzed in Airport Land Use Compatibility Plan's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects have been found and no new mitigation is necessary. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines Section 15162.

SECTION 10. Pursuant Chapter 4, Title 7, commencing with Section 65800, of the California Government Code, this Ordinance is consistent with the following policies and goals of the 2008 General Plan Update: Action Items AG/LU-49.1 and CC 45.1 and Policies AG/LU-49, AG/LU-66, AG/LU-95, CC-45, CIR-38, and CIR-40. The general plan amendment and zoning code update achieve consistency with the airport zones and generally compatible uses identified in the Airport Land Use Commission's Airport Land Use Plan adopted on December 4, 2024.

SECTION 11. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board

of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 12. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 13. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was recommended for adoption and public hearing held thereon before the Napa County Planning Commission on the 16th day of July 2025. The Planning Commission's recommendation was considered by the Board of Supervisors and this Ordinance was introduced and passed at a regular meeting of the Napa County Board of Supervisors ("the Board"), State of California, held on _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By:_____ Deputy County Counsel By:_____ Code Services Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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 _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING CHAPTER 18.80 (AC AIRPORT COMPATIBILITY COMBINATION DISTRICT) SECTIONS 18.80.030 (ALUCP ZONE E REGULATIONS), 18.80.040 (ALUCP ZONE D REGULATIONS), 18.80.050 (ALUCP ZONE C REGULATIONS), 18.80.060 (ALUCP ZONE B REGULATIONS), 18.80.070 (ALUCP ZONE A REGULATIONS), 18.80.090 (ALUC REFERRAL), 18.80.100 (FILING MATERIALS), AND 18.80.110 (FINDINGS) OF TITLE 18 (ZONING) OF THE NAPA COUNTY CODE TO ACHIEVE CONSISTENCY WITH THE AIRPORT LAND USE COMPATIBILITY PLAN ADOPTED ON DECEMBER 4, 2024 BY THE NAPA COUNTY AIRPORT LAND USE COMMISSION

WHEREAS, California Government Code Section 65860(a) requires zoning ordinances be consistent with the general plan; and

WHEREAS, California Government Code Section 65302.3 requires counties to have their general plans, specific plans, and land use regulations be consistent with the Airport Land Use Compatibility Plans; and

WHEREAS, the County's General Plan was adopted in 2008. The Napa County Airport Land Use Compatibility Plan (ALUCP) was adopted in 2024 by the Napa County Airport Land Use Commission (ALUC); and

WHEREAS, on March 25, 2025, the Board of Supervisors directed Staff to initiate a General Plan Amendment to achieve consistency between the County's General Plan and the ALUCP; and

WHEREAS, to ensure consistency between the County General Plan and the County's zoning ordinance, various amendments to Napa County Code Chapter 18.80 (AC Airport Compatibility Combination District) are required; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 16, 2025. The Planning Commission considered all written and oral testimony presented at the public hearing in making its recommendation; and

WHEREAS, the Planning Commission forwarded a recommendation to approve the General Plan and Zoning Code Amendments to the Board of Supervisors; and

WHEREAS, a duly noticed public hearing was held by the Airport Land Use Commission on August 6, 2025, and found the proposed General Plan and Zoning Code Amendments to be consistent with the 2024 Airport Land Use Compatibility Plan; and

WHEREAS, prior to the consideration and adoption of this ordinance, the noticing requirements of County Code Section 18.136.040 were complied with.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Section 18.80.030 (ALUCP Zone E regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read as in full as follows:

18.80.030 - Basic Compatibility Criteria Angwin Airport – Parrett Field.

The Angwin Airport – Parrett Field, has six (6) Airport Compatibility Zones, each with varying Land Use Categories and Intensity Criteria. The Countywide Airport Land Use Compatibility Plan Chapter 4 Exhibit 4-1 Basic Compatibility Criteria, Angwin Airport – Parrett Field, adopted by the Napa County Airport Land Use Commission December 4, 2024, or as may be amended, shall apply in addition to the standards of the principal zoning district.

SECTION 2. Section 18.80.040 (ALUCP Zone D regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.040 - Basic Compatibility Criteria Napa County Airport.

The Napa County Airport has eight (8) compatibility zones each with varying Land Use Categories and Intensity Criteria. The Countywide Airport Land Use Compatibility Plan Chapter 5 Exhibit 5-1 Basic Compatibility Criteria, Napa County Airport, adopted by the Napa County Airport Land Use Commission December 4, 2024, or as may be amended, shall apply in addition to the standards of the principal zoning district.

SECTION 3. Section 18.80.050 (ALUCP Zone C regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.050 – Reserved.

SECTION 4. Section 18.80.060 (ALUCP Zone B regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read as in full as follows:

18.80.060 – Reserved.

SECTION 5. Section 18.80.070 (ALUCP Zone A regulations) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.070 – Reserved.

SECTION 6. Section 18.80.090 (ALUC referral) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.090 - ALUC referral.

A. General. General plan amendments, specific plans, zoning or subdivision ordinance amendments, facility master plans, building regulations, or uses listed as Conditionally Compatible or Incompatibility as noted in the current Napa Countywide Airport Land Use Compatibility Plan, structure heights over applicable height limits within ALUCP compatibility zones, and Special Conditions Exception requests shall be referred to and reviewed by the ALUC, or designee(s), for a consistency determination prior to final approval.

B. Process. When projects are referred to the ALUC, the following process shall be followed:

1. The planning commission shall hold a public hearing and make a recommendation on the application and refer the project to the ALUC;

2. The project shall be reviewed by the ALUC and the ALUC shall provide a ALUCP consistency determination. The ALUC may make recommendations to modify the project for consistency with the ALUCP;

3. The county decision-making body shall then hold a public hearing and take final action on the project. If the ALUC finds the project to be inconsistent with the ALUCP, the board of supervisors may override that decision in accordance with state law.

SECTION 7. Section 18.80.100 (Filing materials) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.100 - Filing materials.

In addition to standard application materials, the applicant shall provide the following filing materials:

A. A completed ALUC Referral Form.

B. Property location data, including assessor's parcel number, street address, and subdivision lot number.

C. An accurately scaled map depicting the project site location in relationship to the airport boundary and runway. Uses Not Normally Acceptable. For projects identified as being not normally acceptable, the applicant shall also address how their use has been appropriately designed to address identified criteria.

D. A description of the proposed use(s), current general plan designation and zoning district, and the type of Major Land Use Action being sought from the Local Agency (e.g., zoning variance, special use permit, building permit).

E. A detailed site plan and supporting data showing site boundaries and size; existing uses that will remain; location of existing and proposed structures, rooftop structures, landscaped areas, open spaces, and water bodies; ground elevations (above mean sea level); and elevations of tops of structures and trees. Additionally:
    a. For residential uses, the number of proposed dwelling units per acre (separately indicating any accessory dwelling units as defined by state law and local regulations).
    b. For nonresidential uses, the total floor area for each type of proposed use, the number of parking spaces, and the maximum number of people (employees, visitors/customers) potentially occupying the total site or portions thereof at any one time.

F. Identification of any features, during or following construction, that would increase the attraction of birds or cause other wildlife hazards to aircraft operations at an airport or in its environs. Such features include, but are not limited to the following:
    a. Open water areas.

b. Sediment pools, retention basins,
c. Detention basins that hold water for more than 48 hours.
d. Artificial wetlands.
e. Landscaping that provides wildlife shelter and food sources.

G. Identification of any characteristics that could create electrical interference, confusing or bright lights, glare, smoke, or other electrical or visual hazards to aircraft flight.

H. Any environmental document (initial study, draft environmental impact report, etc.) that may have been prepared for the project.

I. Staff Reports regarding the project.

J. Other relevant information that the ALUC or ALUC Executive Office determines to be necessary to enable a comprehensive review of the proposed major land use action.

SECTION 8. Section 18.80.110 (Findings) of Chapter 18.80 (AC Airport Compatibility Combination District) of the Napa County Code is amended to read in full as follows:

18.80.110 - Findings.

A. Except as provided in subsection (C) of this section, the county shall make the following findings for a general plan amendment, specific plan, zoning or subdivision ordinance amendment, building regulations, or uses listed as Conditionally Compatible or Incompatible:
   a. The proposed project has been referred to the ALUC for a consistency determination; and
   b. The ALUC has determined that proposed project is consistent with ALUCP compatibility policies and standards.
B. Design Review. In approving a design review permit for new development, the decision-making body must find that the building or structure has been designed to meet ALUC design requirements.
C. Local Override. To override a determination by the ALUC that a proposed project or use is inconsistent with the ALUCP, the Board of Supervisors, by a two-thirds vote, must make specific findings defined by state law (PUC Section 21670) that the action is consistent with the purposes of the ALUC statute.

SECTION 9. The Board finds this project implements the programs and policies of the Airport Land Use Compatibility Plan, is within the scope of the activities and impacts identified and analyzed in Airport Land Use Compatibility Plan's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects

have been found and no new mitigation is necessary. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines Section 15162.

SECTION 10. Pursuant Chapter 4, Title 7, commencing with Section 65800, of the California Government Code, this Ordinance is consistent with the following policies and goals of the 2008 General Plan Update: Action Items AG/LU-49.1 and CC 45.1 and Policies AG/LU-49, AG/LU-66, AG/LU-95, CC-45, CIR-38, and CIR-40. The general plan amendment and zoning code update achieve consistency with the airport zones and generally compatible uses identified in the Airport Land Use Commission's Airport Land Use Plan adopted on December 4, 2024.

SECTION 11. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 12. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 13. 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 recommended for adoption and public hearing held thereon before the Napa County Planning Commission on the 16th day of July 2025. The Planning Commission's recommendation was considered by the Board of Supervisors and this Ordinance was introduced and passed at a regular meeting of the Napa County Board of Supervisors ("the Board"), State of California, held on _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *McKayla McMahon* Deputy County Counsel By: /S/ *Brandon Aguilera* Code Services Date: August 11, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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 _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1382

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building and Environmental Services

REPORT BY: Michael Parker - Planning Manager

SUBJECT: Updates Amending the Planning Commission Bylaws

RECOMMENDATION

Adopt a Resolution to amend the Planning Commission Bylaws. (No Fiscal Impact)

BACKGROUND

The Planning Commission's Bylaws provide the rules and procedures for the conduct of the Commission's meetings and business. The last substantive update of the Planning Commission Bylaws occurred in 2008. The 2008 Bylaws have been used for the last 17 years and continue to govern how the Commission conducts its meetings (Attachment A - Adopted 2008 Planning Commission Bylaws).

In 2017 and 2018, the Planning Commission considered and discussed proposed changes to the adopted Bylaws that would allow meetings to be more efficient, impose reasonable limits on applicant and public comment, encourage advanced submittal of materials to be considered by the Commission and other non-substantive changes to correct outdated nomenclature. Per Board policy, the Planning Commission Bylaws must be adopted by the Board of Supervisors.

The 2017 proposed Bylaws were forwarded to the Board for adoption in January 2018, but the Board remanded the item back to the Commission to solicit additional public comment. The Commission last solicited public comment and discussion of the Bylaws was in March 2018. The Bylaws update was ultimately delayed by the 2017 and 2020 Wildfires, the 2020 pandemic and other priorities of the Department. With the new Commissioners appointed in 2025, staff reinitiated the process to update the 2008 Bylaws.

On February 28, 2025 and March 7, 2025, staff emailed the Department's interested parties list soliciting public

comments on the Bylaws and announcing the Commission would consider amendments to the Bylaws at their regularly scheduled April 2, 2025, meeting. A copy of the 2008 adopted Bylaws were provided for public review and staff had requested written comments be provided by noon on Monday, March 31, 2025. Staff received one public comment on March 14, 2025, prior to the Planning Commission meeting on this item (Attachment E).

Attachment B is the proposed redline changes to the Bylaws recommended unanimously by the Planning Commission in a 5-0 vote on April 2, 2025. Attachment C is the resolution to amend the Planning Commission Bylaws along with a clean version of the proposed changes.

In summary, the proposed changes include: 1) updating the outdated name of the Department and Commission; 2) timelines for applicant presentations; 3), public testimony protocol; 4) deadlines for submittal of materials to be considered by the Commission; and 5) other edits to align with the Board of Supervisors' Policies for Conducting Business (Attachment D), creating better consistency between the Commission's meeting structure and the Board's.

Staff, along with the Commission, believe the proposed changes will lead to a more efficient and transparent hearing process.

Once the Board adopts the Planning Commission's Bylaws, they will be disseminated to the Commission and posted on the County's website so applicants and members of the public will have a full and complete understanding of Commission meeting protocol and conduct.

Today's recommended action is that the Board:

1. Accept staff comments on the proposed revisions;
2. Solicit public comment;
3. Discussion, motion, second, and vote to adopt a resolution to amend the Planning Commission's Bylaws.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Planning Commission's current Bylaws were last updated in 2008 and are outdated. An update to the Bylaws are warranted and will bring the Commission's Bylaws into alignment with the Board's Policies for Conducting Business.
Consequences if not approved:	The Planning Commission will continue to operate under the 2008 Bylaws.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California

Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

“A”

Adopted 2008
Planning Commission Bylaws

Proposed Updates and Revisions to the Planning Commission Bylaws
Board of Supervisors
August 19, 2025

RESOLUTION NO. 08-03

AMENDING RESOLUTION NO. 07-01 PROVIDING FOR THE HOLDING OF REGULAR MEETINGS OF THE NAPA COUNTY CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION AND ESTABLISHING RULES FOR THE CONDUCT OF BUSINESS OF THE NAPA COUNTY CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION

The Napa County Conservation, Development and Planning Commission, hereinafter called Commission, does hereby adopt the following rules or procedures for the transaction of its business.

RULE 1. Meetings of the Commission

A. Meetings of the Commission shall be held on the first and third Wednesday of each month, except as modified by schedules adopted pursuant to Rules 1C and 23 below. Notwithstanding the foregoing, any regularly scheduled meeting of the Commission may be canceled by majority vote of the Commission or, for lack business or a quorum, by the Chair or Secretary.

B. Meetings shall start at 9:00 AM and end not later than 5:00 PM. The Commission will not consider any business items after 5:00 PM except by a unanimous vote of all of the Commission members present.

C. The Commission shall annually, at its last meeting in December, adopt a schedule for its regular meetings for the next calendar year.

D. Unless otherwise provided, meetings shall be held in the Board of Supervisors' Meeting Room in the County Administration Building, 1195 Third Street in Napa.

RULE 2. Matters Pending Before the Commission

A. All matters to be considered by the Commission shall be properly filed with the County in compliance with the provisions, standards and procedures established by adopted County Ordinances. The Secretary shall not accept for presentation to the Commission any matter unless it is properly made on the prescribed forms properly filled out with all required data attached. Late submission, i.e., at a Commission meeting or immediately prior to a Commission meeting, of lengthy written reports or materials by an applicant, his or her representative; an opponent, his or her representative; may be considered by the Commission as grounds for the continuation of the item related to said reports or materials, to the Commission's next regular meeting. Items submitted by individual Commissioners for specific listing under the agenda heading of Commissioner Comments shall be submitted to the Secretary, in writing, no later than 5:00 PM on the Tuesday of the week preceding a regular meeting date.

B. Request for informal or advance decisions concerning potential future developments or plans will not be considered by the Commission.

C. Any matter that comes before the Commission orally, except the Director's reports, which would not be shown on the agenda shall not be acted upon by the Commission until it is heard as a regular agenda item at the next meeting of the Commission.

D. The applicant, or his or her appointed representative, may withdraw any matter pending before the Commission at any time prior to the Commission acting on such matters.

RULE 3. The regular order of business of the Commission shall be generally as follows. Agenda items will appear in order most expeditious for completion of Commission business, including necessary accommodation of outside participants:

A. Call to Order.

B. Roll Call.

C. Pledge of Allegiance.

D. Citizens Comments and Recommendations.

E. Approval of Minutes.

F. Closed Session re: Litigation, if necessary.

G. Director's Report.

H. Agenda Review.

I. Disclosures (pursuant to Rule 21.F)

J. Items to be Decided without Additional Testimony.

K. Privately-initiated public hearing items continued from earlier meetings, with items continued from the most recent meeting first.

L. County-initiated public hearing items continued from earlier meetings, with items continued from the most recent meeting first.

M New privately-initiated public hearing items.

N. New County-initiated public hearing items.

O. Presentations and Reports.

P. Other Business.

Q. City and Agency Referrals.

R. Deputy Director's Report. / Zoning Administrator Actions.

S. Commissioner Comments/Committee Reports.

T. Future agenda items.

U. Adjournment.

RULE 4. Resolutions of the Commission may be adopted conditionally and referred to the Secretary of the Commission for drafting in final form.

RULE 5. An agenda shall be prepared by the Secretary of the Commission for each meeting of the Commission.

RULE 6. The Commission shall elect a Chair and Vice Chairperson at the last regular meeting of the Commission in December of each year and immediately thereafter the Chairperson and Vice Chairperson shall assume office at the first regular meeting in January and shall serve for a period of one year from the date they assume office. Upon expiration of the one year period, the Commissioner who served as Vice-Chairperson shall typically serve as Chair the following year unless a majority of the Commission determine otherwise. Should an elected officer resign, or otherwise vacate his or her office or Commission membership during the term of office, the Commission shall, at a regular meeting within sixty (60) days after the resignation is effective, select another of its members to fill the remainder of any unexpired term. If the Chairperson vacates the position then the Vice Chairperson shall automatically serve as Chair until the next election of officers. The Chairperson shall not serve consecutive terms.

RULE 6A. In the absence of both officers when a quorum is nevertheless present, the Commission may, by a majority vote of those members present, select one of its members to preside temporarily until an officer is available to preside.

RULE 7. The County Counsel of the County of Napa shall be the legal counsel of the Commission. The Clerk of the Board of the County of Napa shall be the Clerk of the Commission. The Director of the Department of Conservation, Development and Planning of the County of Napa shall be the Secretary of the Commission.

RULE 8. The Chair of the Commission may second any motion and present and discuss any matter as a member of the Commission without having to step down from the Chair. The Chair shall have the rights and duties enjoyed by any other member of the Commission.

RULE 9. A roll call vote may be called in voting upon any motion of the Commission at the discretion of the Chair. Any member present who does not vote in an audible voice shall be recorded as voting "aye."

RULE 10. The Chair of the Commission shall preserve order and decorum and shall decide questions of order. The Chair shall be entitled to vote on all matters before the Commission.

RULE 11. Any person desiring to address the Commission shall, when recognized by the Chair, give his or her name and address. The Chair may, in the interest of facilitating the business of the Commission, limit the amount of time which a person may use in addressing the Commission.

RULE 12. Testimony and other evidence relative to any agenda item for which a public hearing is held shall, unless otherwise ordered by the Chair, be presented in the following order:

A. The Chair or Secretary shall identify the matter.

B. The Chair shall declare the public hearing open.

C. Department report shall be presented.

D. Presentation of testimony or other evidence by those in favor of the application.

E. Presentation of testimony or other evidence by those in opposition to the application.

F. Rebuttal, in the same order.

G. Closing comments by staff.

H. The Chair shall declare the public hearing closed.

I. Commission discussion.

J. Voting.

Commissioners' questions and/or cross-examination may, at the discretion of the Chair, be permitted at the conclusion of the testimony of each witness or it may be permitted only after all the witnesses favoring one position or the other have testified, or at both times.

RULE 13. Testimony and argument relative to any other agenda item shall, unless otherwise ordered by the Chair, be presented in the following order:

A. Department report.

B. Applicant or other directly interested party.

C. Opposition, if any.

D. Rebuttal, if any.

E. Closing comments by staff.

F. Commission discussion.

G. Voting.

RULE 14. All official actions or decisions by the Commission shall be entered in the minute book of the Commission kept by the Clerk of the Commission. The vote or votes of each member of the Commission on every matter shall be recorded. Only written action minutes will be maintained, however, electronic recordings will be made by the Clerk of the Commission of each meeting of the Commission which shall be available to the public for inspection by request made at the Clerk of the Commission's office, 1195 Third Street, Suite 210, Napa, California 94559.

RULE 15. All public hearings shall be electronically recorded.

RULE 16. All persons appearing before the Commission shall be required to give testimony or evidence under oath, at the discretion of the Chair of the Commission.

RULE 17. Letters, petitions or other documentary evidence submitted to the Secretary of the Commission shall be presented to the Commission prior to or at the time of the public hearing. The Commission shall consider such material in deciding any issue before it. All documentary evidence shall become part of the Commission's file on the agenda item.

RULE 18. Any rule may be altered, amended, or repealed by majority vote of the Commission, except that such alterations, amendment, or repeal shall not affect any pending matter unless by unanimous consent of the Commission and any applicant thereto.

RULE 19. Any rule may be temporarily suspended by unanimous consent of the Commission.

RULE 20. Motion to reconsider.

A. A final vote on any matter before the Commission may be reconsidered during the meeting at which the vote was taken provided all persons concerned with the matter are still present, and further provided the motion to reconsider shall be made by a member voting with the majority on the final vote.

B. If all persons concerned with a matter are not present, or if a member so chooses, a motion to reconsider a final vote on any matter may be given not later than the next regular meeting by a member voting with the majority on the final vote, provided notice of intention to move such reconsideration shall have been given at the meeting on which the final vote was taken.

C. A motion for reconsideration shall have precedence over every motion except a motion to adjourn.

RULE 21. Voting.

A. A majority of the members of the Commission shall constitute a quorum.

B. Adoption of a recommendation for approval of a general plan, specific plan, or amendment thereof shall require the affirmative vote of a majority of the appointed members (3) of the Commission.

C. All other actions or recommendations of the Commission shall require only the affirmative vote of a majority of the members present and voting.

D. A tie vote or other deadlock on a motion shall constitute disapproval of the motion, except that if a Commission member who has not voted will be able to vote at the next regular meeting, the Chair shall place the item on the next agenda for vote by the additional member. If a deadlock results in denial of a permit or tentative map, it is deemed to be an appealable action.

E. No member of the Commission shall participate as a commissioner in any discussion or voting if he or she owns property within the required notification area of any specific matter before the Commission or has any other conflict of interest as defined in the Political Reform Act of 1984, as amended.

F. Any member who has received evidentiary information outside of a Commission meeting or has viewed the property or site of a matter pending before the Commission or is familiar with the property or site shall publicly disclose the fact of such information, viewing or familiarity prior to the Commission's final vote on the matter.

RULE 22. Unless otherwise provided by these Rules, all proceedings before the Commission shall be conducted in accordance with and pursuant to the parliamentary rules of procedure as prescribed in the "Sturgis Standard Code of Parliamentary Procedure, Fourth Edition," or the most current published and available edition of such work.

RULE 23. Emergency or special meetings shall be called as provided in the Government Code of the State of California.

RULE 24. These rules shall be applicable to the transaction of any business when the Commission has convened and acts or serves in an official capacity, pursuant to law, other than as a planning commission.

RULE 25. The Commission hereby authorizes the creation of ad hoc subcommittees on special subjects from time to time so that the Commission members having the necessary expertise to conduct field, plan or other specialized reviews may investigate, observe review or otherwise study and report back their observations and conclusions to the full Commission for possible further action. When creating such ad hoc committees, the Commission shall specify the subject to be investigated and time to report, and shall appoint those commissioners who will serve on the ad hoc subcommittee. The number of members appointed to any particular ad hoc subcommittee shall be less than the number of members required to constitute a quorum of the full Commission. Upon presentation of its report to the full Commission, each such ad hoc subcommittee shall cease to exist. Ad hoc subcommittees created pursuant to this rule shall not be subject to the Brown Act.

RULE 26. The provisions of these Bylaws may be altered, amended, or repealed by the Commission at any time, within limitations imposed by the Brown Act.

PASSED AND ADOPTED by the Napa County Conservation, Development and Planning Commission this 19th day of November, 2008, by the following vote:

AYES: COMMISSIONERS - Heather Phillips, Jim King, Bob Fiddaman, Terry Scott

NOES: COMMISSIONERS - None

ABSENT: COMMISSIONERS - Rich Jaeger

TERRY SCOTT, Chair of the Napa County Conservation, Development and Planning Commission

ATTEST: Melissa Gray
Clerk to the Commission

By: _____

APPROVED AS TO FORM:

By: _____
LAURA J. ANDERSON
Commission Counsel

“B”

Planning Commission Bylaws – Proposed Redlines

Proposed Updates and Revisions to the Planning Commission Bylaws
Board of Supervisors
August 19, 2025

BYLAWS AND RULES FOR THE CONDUCT OF BUSINESS OF THE ~~CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION~~ NAPA COUNTY PLANNING COMMISSION

The Napa County ~~Conservation, Development and~~ Planning Commission, hereinafter called Commission, does hereby adopt the following rules or procedures for the transaction of its business.

RULE 1. Meetings of the Commission

A. Meetings of the Commission shall be held on the first and third Wednesday of each month, except as modified by schedules adopted pursuant to Rules 1C and 23 below. Notwithstanding the foregoing, any regularly scheduled meeting of the Commission may be canceled by majority vote of the Commission or, for lack of business or a quorum, by the Chair or ~~Secretary~~ Clerk of the Commission.

B. Meetings shall start at 9:00 AM and end not later than 5:00 PM. The Commission will not consider any business items after 5:00 PM except by a unanimous vote of all of the Commission members present.

C. The Commission shall annually, at or before its last meeting in December, adopt a schedule for its regular meetings for the next calendar year.

D. Unless otherwise provided, meetings shall be held in the Board of Supervisors' Meeting Room in the County Administration Building, 1195 Third Street in Napa.

RULE 2. Matters Pending Before the Commission

A. ~~All matters to be considered by the Commission shall be properly filed with the County in compliance with the provisions, standards and procedures established by adopted County Ordinances. The Secretary shall not accept for presentation to the Commission any matter unless it is properly made on the prescribed forms properly filled out with all required data attached. Late submission, i.e., at a Commission meeting or immediately prior to a Commission meeting, of lengthy written reports or materials by an applicant, his or her representative; an opponent, his or her representative; may be considered by the Commission as grounds for the continuation of the item related to said reports or materials, to the Commission's next regular meeting~~. Items submitted by individual Commissioners for specific listing under the agenda heading of Commissioner Comments shall be submitted to the ~~Secretary~~ Clerk of the Commission, in writing, no later than ~~5:00 PM~~ noon on the ~~Tuesday~~ Monday of the week preceding a regular meeting date.

B. Request for informal or advance decisions concerning potential future developments or plans will not be considered by the Commission.

Commented [MP1]: Forms and comment cards were eliminated from the Clerk's comment procedures a number of years ago. The Commission accepts public comment in adherence to page 2 of the agenda and covered under proposed changes to Rule 11.

C. Any matter that comes before the Commission orally, except the Director's reports, which would not be shown on the agenda shall not be acted upon by the Commission until it is heard as a regular agenda item at the next meeting of the Commission.

D. The applicant, or ~~his or her~~ applicant's appointed representative, may withdraw any matter pending before the Commission at any time prior to the Commission acting on such matters.

RULE 3. The regular order of business of the Commission shall be generally as follows. Agenda items will appear in order most expeditious for completion of Commission business, including necessary accommodation of outside participants:

A. Call to Order.

B. Roll Call.

C. Pledge of Allegiance.

D. Citizens Comments and Recommendations regarding matters not on the agenda.

E. Approval of Minutes.

~~F. Closed Session re: Litigation, if necessary.~~

~~G. Director's Report.~~

H. Agenda Review.

I. Disclosures (pursuant to Rule 21.F)

~~J. Items to be Decided without Additional Testimony.~~

K. Privately-initiated public hearing items continued from earlier meetings, with items continued from the most recent meeting first.

L. County-initiated public hearing items continued from earlier meetings, with items continued from the most recent meeting first.

M. New privately-initiated public hearing items.

N. New County-initiated public hearing items.

O. Presentations and Reports.

P. City and Agency Referrals, and Other Business.

~~Q. City and Agency Referrals.~~

R. ~~Deputy~~ Director or Director's Designee Report, including Board Actions,~~/~~ Zoning Administrator Actions, and Future Agenda Items.

S. Commissioner Comments/Committee Reports.

~~T. Future agenda items.~~

U. Adjournment.

The Chair, at their discretion, may alter or deviate from this order.

RULE 4. Resolutions of the Commission may be adopted conditionally and referred to the ~~Secretary of the Commission~~ County Counsel for drafting in final form.

RULE 5. An agenda shall be prepared by the ~~Secretary~~ Clerk of the Commission for each meeting of the Commission

RULE 6.

A. The Commission shall elect a Chair and Vice Chairperson at the last regular meeting of the Commission in December of each year and immediately thereafter the Chairperson and Vice Chairperson shall assume office at the first regular meeting in January and shall serve for a period of one year from the date they assume office. Upon expiration of the one-year period, the Commissioner who served as Vice-Chairperson shall typically serve as Chair the following year unless a majority of the Commission determine otherwise. Should an elected officer resign, or otherwise vacate ~~his or her~~ the office or Commission membership during the term of office, the Commission shall, at a regular meeting within sixty (60) days after the resignation is effective, select another of its members to fill the remainder of any unexpired term. If the Chairperson vacates the position then the Vice Chairperson shall automatically serve as Chair until the next election of officers. The Chairperson shall not serve consecutive terms, except as provided in Rule 19.

~~**RULE 6A.**~~

B. In the absence of both officers when a quorum is nevertheless present, the Commission may, by a majority vote of those members present, select one of its members to preside temporarily until an officer is available to preside.

RULE 7. ~~The~~ County Counsel of ~~the County of~~ Napa County shall be the legal counsel of the Commission. ~~The Clerk of the Board of the County of Napa shall be the Clerk of the Commission.~~ The Director ~~of the Department~~, or Director's Designee, of ~~Conservation, Development and~~ Planning, Building, and Environmental Services

Department of ~~the County of~~ Napa County shall be the ~~Secretary~~ Clerk of the Commission.

RULE 8. [Reserved] ~~The Chair of the Commission may second any motion and present and discuss any matter as a member of the Commission without having to step down from the Chair. The Chair shall have the rights and duties enjoyed by any other member of the Commission.~~

Commented [MP2]: Clarified under Rule 10

RULE 9. A roll call vote may be called in voting upon any motion of the Commission at the discretion of the Chair. Any member present who does not vote in an audible voice shall be recorded as voting "aye."

RULE 10. The Chair of the Commission shall preserve order and decorum and shall decide questions of order. The Chair shall decide questions of order subject to being overruled by at least a majority vote of the Commission and shall perform such other duties as are required by law. The Chair shall have the power to suspend a meeting due to disruptive or abusive conduct by any person, including during any public hearing or public comment period before the Commission. For the purposes of this Rule, disruptive conduct shall mean a breach of the peace or any inappropriate or violent conduct or disturbance that interrupts the due and orderly course of the meeting.

Commented [MP3]: Updated to align with Board of Supervisors' Rule I.B.2a.

The Chair shall be entitled to vote on all matters before the Commission. The Chair may make or second any motion, and present and discuss any matter on the agenda as any other member of the Commission without having to step down as Chair.

RULE 11. Persons Addressing the Commission:

Commented [MP4]: Updated to align with Board of Supervisors' Rule I.A.6a-d

A. Public Comment: Any person desiring to address the Commission shall, when recognized by the Chair, give ~~his or her~~ their name ~~and address~~ for the purpose of the record. ~~The Chair may, in the interest of facilitating the business of the Commission, limit the amount of time which a person may use in addressing the Commission.~~ Each speaker shall be permitted to be heard once for up to three minutes per agenda item unless the Chair affirmatively grants additional time. The three-minute per speaker time limit for public input on any agenda item may be reduced by the Chair to less than three minutes (but in no event to less than one minute per speaker) as may be reasonably necessary for the orderly and efficient conduct of Commission meetings. Speakers shall address the Commission when they have first been recognized by the Chair and shall not address their comments or questions directly to staff or to members of the audience. Any reduction of the time limit should be announced by the Chair prior to the beginning of the public speaking segment of each item to which the reduction applies. These per person time limits shall not apply to applicants who are parties to matters that are the subject of noticed hearings. Speakers may not allocate their time to another speaker unless authorized by the Chair in advance of the meeting.

B. Written Materials: Members of the public should submit written materials that they wish to have considered by the Commission as far in advance as is practical, preferably no later than the Monday before the meeting. Written materials submitted to the Commission electronically or as hard copies in advance of a public hearing shall be made available to the public for review and inspection, consistent with requirements of the Brown Act. Speakers or applicants who have written material to present to the Commission on the day of the meeting are requested to provide ten (10) copies to the Clerk of the Commission for distribution prior to the start of the meeting.

C. Presentations: Speakers wishing to utilize electronic presentations or other electronic media must submit their presentations to the Clerk of the Commission by no later than noon on the Monday preceding a regular meeting date. Electronic presentations or other electronic media will not be accepted on the day of the meeting and will only be transmitted to the Commission in hard copy format if ten (10) hard copies are provided by the speaker to the Clerk of the Commission in advance.

RULE 12. Testimony and other evidence relative to any agenda item for which a public hearing is required to be held shall, unless otherwise ordered by the Chair, be presented in the following order:

A. The Chair or ~~Secretary~~ Clerk of the Commission shall identify the matter.

B. The Chair shall declare the public hearing open.

C. Department report shall be presented.

D. Presentation of applicant testimony or other evidence ~~by those in favor of the application~~ by the applicant or applicant's representatives and consultants (hereafter applicants): The applicants' presentation in support of an application shall be limited to 15 minutes cumulatively unless the Chair affirmatively grants additional time. Time spent by the applicants responding to questions from the Commission shall be excluded from the 15-minute time limit. Any request by applicants for additional time shall be made to the Chair prior to the meeting. Applicants shall submit any electronic presentations or other electronic media to the Clerk of the Commission by no later than noon on the Monday preceding a regular meeting date; provided however, applicants may submit a supplement to their electronic presentation less than twenty-four (24) hours prior to the meeting if the supplemental presentation is: (1) limited solely to responding to comments that have been received; and (2) submitted to the Clerk of the Commission before the meeting begins.

E. Public Comment: ~~Presentation of testimony or other evidence by those in opposition to the application.~~ Each speaker shall be permitted to be heard once

for up to three minutes (pursuant to Rule 11A)

F. Rebuttal by applicants: ~~, in the same order~~ Rebuttal shall be limited to responding directly to public comments received or follow up comments by the Commission that were raised during the public hearing and shall be kept as brief as possible.

G. Closing comments by staff.

H. The Chair shall declare the public hearing closed.

I. Commission discussion.

J. Voting.

Commissioners' questions and/or cross-examination may, at the discretion of the Chair, be permitted at the conclusion of the testimony of each witness or it may be permitted only after all the witnesses favoring one position or the other have testified, or at both times.

RULE 13. Testimony ~~and argument~~ relative to any other agenda item shall, unless otherwise ordered by the Chair, be presented in the following order:

A. Department report.

B. Applicant or other directly interested party.

C. Public comment. ~~Opposition, if any.~~

D. Rebuttal, ~~if any~~ by applicant.

E. Closing comments by staff.

F. Commission discussion.

G. Voting.

RULE 14. All official actions or decisions by the Commission shall be entered in the minute book of the Commission kept by the Clerk of the Commission. The vote or votes of each member of the Commission on every matter shall be recorded. Only written action minutes will be maintained, however, electronic recordings will be made by the Clerk of the Commission of each meeting of the Commission which shall be available to the public for inspection by request made at the Clerk of the Commission's office, 1195 Third Street, ~~Suite 210~~ Second Floor, Napa, California 94559.

RULE 15. All public hearings shall be electronically recorded.

RULE 16. At the discretion of the Chair of the Commission, ~~A~~all persons appearing before the Commission may ~~shall~~ be required to give testimony or evidence under oath~~, at the discretion of the Chair of the Commission~~.

RULE 17. Letters, petitions or other documentary evidence submitted to the ~~Secretary~~ Clerk of the Commission shall be presented to the Commission prior to or at the time of the public hearing. The Commission shall consider such material in deciding any issue before it. All documentary evidence shall become part of the Commission's file on the agenda item.

RULE 18. Any rule may be altered, amended, or repealed by majority vote of the Commission, except that such alterations, amendment, or repeal shall not affect any pending matter unless by unanimous consent of the Commission and any applicant thereto.

RULE 19. Any rule may be temporarily suspended by unanimous consent of the Commission.

RULE 20. Motion to Reconsider.

A. A final vote on any matter before the Commission may be reconsidered during the meeting at which the vote was taken provided all persons concerned with the matter are still present, and further provided the motion to reconsider shall be made by a member voting with the majority on the final vote.

B. If all persons concerned with a matter are not present, or if a member so chooses, a motion to reconsider a final vote on any matter may be given not later than the next regular meeting by a member voting with the majority on the final vote, provided notice of intention to move such reconsideration shall have been given at the meeting on which the final vote was taken.

C. A motion for reconsideration shall have precedence over every motion except a motion to adjourn.

RULE 21. Voting.

A. A majority of the members of the Commission shall constitute a quorum.

B. Adoption of a recommendation for approval of a general plan, specific plan, or amendment thereof shall require the affirmative vote of a majority of the appointed members (3) of the Commission.

C. All other actions or recommendations of the Commission shall require only the affirmative vote of a majority of the members present and voting.

D. A tie vote or other deadlock on a motion shall constitute disapproval of the motion, except that if a Commission member who has not voted will be able to vote at the next regular meeting, the Chair shall place the item on the next agenda for vote by the additional member. If a deadlock results in denial of a permit or tentative map, it is deemed to be an appealable action.

E. No member of the Commission shall participate as a commissioner in any discussion or voting if he or she owns property within the required notification area of any specific matter before the Commission or has any other conflict of interest as defined in the Political Reform Act of 1984, as amended.

F. Any member who has received evidentiary information outside of a Commission meeting or has viewed the property or site of a matter pending before the Commission or is familiar with the property or site shall publicly disclose the fact of such information, viewing or familiarity prior to the Commission's final vote on the matter.

RULE 22. Unless otherwise provided by these Rules, all proceedings before the Commission shall be conducted in accordance with and pursuant to the parliamentary rules of procedure as prescribed in the ~~"Sturgis Standard Code of Parliamentary Procedure, Fourth Edition,"~~ latest available edition of "Roberts Rules of Order".

RULE 23. Emergency or special meetings shall be called as provided in the Government Code of the State of California.

RULE 24. These rules shall be applicable to the transaction of any business when the Commission has convened and acts or serves in an official capacity, pursuant to law, other than as a planning commission.

RULE 25. The Commission hereby authorizes the creation of ad hoc subcommittees on special subjects from time to time so that the Commission members having the necessary expertise to conduct field, plan or other specialized reviews may investigate, observe review or otherwise study and report back their observations and conclusions to the full Commission for possible further action. When creating such ad hoc committees, the Commission shall specify the subject to be investigated and time to report, and shall appoint those commissioners who will serve on the ad hoc subcommittee. The number of members appointed to any particular ad hoc subcommittee shall be less than the number of members required to constitute a quorum of the full Commission. Upon presentation of its report to the full Commission, each such ad hoc subcommittee shall cease to exist. Ad hoc subcommittees created pursuant to this rule shall not be subject to the Brown Act.

RULE 26. The provisions of these Bylaws may be altered, amended, or repealed by the Commission at any time, within limitations imposed by the Brown Act.

“C”

Resolution
&
Planning Commission Bylaws – Clean

RESOLUTION NO. 2025-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, APPROVING AMENDMENTS TO THE BYLAWS OF THE NAPA COUNTY PLANNING COMMISSION

WHEREAS, the Napa County Planning Commission bylaws were last amended in 2008;

WHEREAS, the Director of Planning, Building and Environmental Services and the Napa County Planning Commission desire to amend the Planning Commission's bylaws to update the name of the Department and Commission, establish reasonable time limits for applicant presentations and public comment, procedures for submittal of materials to be considered by the Commission and other revisions relating to the conduct of Commission meetings needed to ensure consistency with the Board of Supervisors' Rules of Conduct; and

WHEREAS, these amendments to the bylaws were unanimously recommended by the Planning Commission at a regular meeting held on April 2, 2025; and

WHEREAS, amendments to the Planning Commission's bylaws must be approved by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County, State of California, hereby approves the amendments to the Planning Commission's bylaws, a copy of which is attached as Exhibit "A" to this Resolution,

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a special meeting of the Board of Supervisors of Napa County, State of California, held on the 19th day of August 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

APPROVED AS TO FORM Office of County Counsel By: *Laura J. Anderson (e-sign)* Deputy County Counsel Date: August 8, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT “A”

BYLAWS AND RULES FOR THE CONDUCT OF BUSINESS OF THE NAPA COUNTY PLANNING COMMISSION

The Napa County Planning Commission, hereinafter called Commission, does hereby adopt the following rules or procedures for the transaction of its business.

RULE 1. Meetings of the Commission

A. Meetings of the Commission shall be held on the first and third Wednesday of each month, except as modified by schedules adopted pursuant to Rules 1C and 23 below. Notwithstanding the foregoing, any regularly scheduled meeting of the Commission may be canceled by majority vote of the Commission or, for lack of business or a quorum, by the Chair or Clerk of the Commission.

B. Meetings shall start at 9:00 AM and end not later than 5:00 PM. The Commission will not consider any business items after 5:00 PM except by a unanimous vote of all of the Commission members present.

C. The Commission shall annually, at or before its last meeting in December, adopt a schedule for its regular meetings for the next calendar year.

D. Unless otherwise provided, meetings shall be held in the Board of Supervisors' Meeting Room in the County Administration Building, 1195 Third Street in Napa.

RULE 2. Matters Pending Before the Commission

A. Items submitted by individual Commissioners for specific listing under the agenda heading of Commissioner Comments shall be submitted to the Clerk of the Commission, in writing, no later than noon on the Monday of the week preceding a regular meeting date.

B. Request for informal or advance decisions concerning potential future developments or plans will not be considered by the Commission.

C. Any matter that comes before the Commission orally, except the Director's reports, which would not be shown on the agenda shall not be acted upon by the Commission until it is heard as a regular agenda item at the next meeting of the Commission.

D. The applicant, or applicant's appointed representative, may withdraw any matter pending before the Commission at any time prior to the Commission acting on such matters.

RULE 3. The regular order of business of the Commission shall be generally as follows. Agenda items will appear in order most expeditious for completion of Commission business, including necessary accommodation of outside participants:

A. Call to Order.

B. Roll Call.

C. Pledge of Allegiance.

D. Citizens Comments and Recommendations regarding matters not on the agenda.

E. Approval of Minutes.

F. Agenda Review.

G. Disclosures (pursuant to Rule 21.F)

H. Privately-initiated public hearing items continued from earlier meetings, with items continued from the most recent meeting first.

I. County-initiated public hearing items continued from earlier meetings, with items continued from the most recent meeting first.

J. New privately-initiated public hearing items.

K. New County-initiated public hearing items.

L. Presentations and Reports.

M. City and Agency Referrals, and Other Business.

N. Director or Director's Designee Report, including Board Actions, Zoning Administrator Actions, and Future Agenda Items.

O. Commissioner Comments/Committee Reports.

P. Adjournment.

The Chair, at their discretion, may alter or deviate from this order.

RULE 4. Resolutions of the Commission may be adopted conditionally and referred to the County Counsel for drafting in final form.

RULE 5. An agenda shall be prepared by the Clerk of the Commission for each meeting of the Commission

RULE 6.

A. The Commission shall elect a Chair and Vice Chairperson at the last regular meeting of the Commission in December of each year and immediately thereafter the Chairperson and Vice Chairperson shall assume office at the first regular meeting in January and shall serve for a period of one year from the date they assume office. Upon expiration of the one-year period, the Commissioner who served as Vice-Chairperson shall typically serve as Chair the following year unless a majority of the Commission determine otherwise. Should an elected officer resign, or otherwise vacate the office or Commission membership during the term of office, the Commission shall, at a regular meeting within sixty (60) days after the resignation is effective, select another of its members to fill the remainder of any unexpired term. If the Chairperson vacates the position then the Vice Chairperson shall automatically serve as Chair until the next election of officers. The Chairperson shall not serve consecutive terms, except as provided in Rule 19.

B. In the absence of both officers when a quorum is nevertheless present, the Commission may, by a majority vote of those members present, select one of its members to preside temporarily until an officer is available to preside.

RULE 7. County Counsel of Napa County shall be the legal counsel of the Commission. The Director, or Director's Designee, of Planning, Building, and Environmental Services Department of Napa County shall be the Clerk of the Commission.

RULE 8. [Reserved]

RULE 9. A roll call vote may be called in voting upon any motion of the Commission at the discretion of the Chair. Any member present who does not vote in an audible voice shall be recorded as voting "aye."

RULE 10. The Chair of the Commission shall preserve order and decorum and shall decide questions of order. The Chair shall decide questions of order subject to being overruled by at least a majority vote of the Commission and shall perform such other duties as are required by law. The Chair shall have the power to suspend a meeting due to disruptive or abusive conduct by any person, including during any public hearing or public comment period before the Commission. For the purposes of this Rule, disruptive conduct shall mean a breach of the peace or any inappropriate or violent conduct or disturbance that interrupts the due and orderly course of the meeting.

The Chair shall be entitled to vote on all matters before the Commission. The Chair may make or second any motion, and present and discuss any matter on the

agenda as any other member of the Commission without having to step down as Chair.

RULE 11. Persons Addressing the Commission:

A. Public Comment: Any person desiring to address the Commission shall, when recognized by the Chair, give their name for the purpose of the record. Each speaker shall be permitted to be heard once for up to three minutes per agenda item unless the Chair affirmatively grants additional time. The three-minute per speaker time limit for public input on any agenda item may be reduced by the Chair to less than three minutes (but in no event to less than one minute per speaker) as may be reasonably necessary for the orderly and efficient conduct of Commission meetings. Speakers shall address the Commission when they have first been recognized by the Chair and shall not address their comments or questions directly to staff or to members of the audience. Any reduction of the time limit should be announced by the Chair prior to the beginning of the public speaking segment of each item to which the reduction applies. These per person time limits shall not apply to applicants who are parties to matters that are the subject of noticed hearings. Speakers may not allocate their time to another speaker unless authorized by the Chair in advance of the meeting.

B. Written Materials: Members of the public should submit written materials that they wish to have considered by the Commission as far in advance as is practical, preferably no later than the Monday before the meeting. Written materials submitted to the Commission electronically or as hard copies in advance of a public hearing shall be made available to the public for review and inspection, consistent with requirements of the Brown Act. Speakers or applicants who have written material to present to the Commission on the day of the meeting are requested to provide ten (10) copies to the Clerk of the Commission for distribution prior to the start of the meeting.

C. Presentations: Speakers wishing to utilize electronic presentations or other electronic media must submit their presentations to the Clerk of the Commission by no later than noon on the Monday preceding a regular meeting date. Electronic presentations or other electronic media will not be accepted on the day of the meeting and will only be transmitted to the Commission in hard copy format if ten (10) hard copies are provided by the speaker to the Clerk of the Commission in advance.

RULE 12. Testimony and other evidence relative to any agenda item for which a public hearing is required to be held shall, unless otherwise ordered by the Chair, be

presented in the following order:

A. The Chair or Clerk of the Commission shall identify the matter.

B. The Chair shall declare the public hearing open.

C. Department report shall be presented.

D. Presentation of applicant testimony or other evidence by the applicant or applicant's representatives and consultants (hereafter applicants): The applicants' presentation in support of an application shall be limited to 15 minutes cumulatively unless the Chair affirmatively grants additional time. Time spent by the applicants responding to questions from the Commission shall be excluded from the 15-minute time limit. Any request by applicants for additional time shall be made to the Chair prior to the meeting. Applicants shall submit any electronic presentations or other electronic media to the Clerk of the Commission by no later than noon on the Monday preceding a regular meeting date; provided however, applicants may submit a supplement to their electronic presentation less than twenty-four (24) hours prior to the meeting if the supplemental presentation is: (1) limited solely to responding to comments that have been received; and (2) submitted to the Clerk of the Commission before the meeting begins.

E. Public Comment: Each speaker shall be permitted to be heard once for up to three minutes (pursuant to Rule 11A)

F. Rebuttal by applicants: Rebuttal shall be limited to responding directly to public comments received or follow up comments by the Commission that were raised during the public hearing and shall be kept as brief as possible.

G. Closing comments by staff.

H. The Chair shall declare the public hearing closed.

I. Commission discussion.

J. Voting.

Commissioners' questions and/or cross-examination may, at the discretion of the Chair, be permitted at the conclusion of the testimony of each witness or it may be

permitted only after all the witnesses favoring one position or the other have testified, or at both times.

RULE 13. Testimony relative to any other agenda item shall, unless otherwise ordered by the Chair, be presented in the following order:

A. Department report.

B. Applicant or other directly interested party.

C. Public comment.

D. Rebuttal, by applicant.

E. Closing comments by staff.

F. Commission discussion.

G. Voting.

RULE 14. All official actions or decisions by the Commission shall be entered in the minute book of the Commission kept by the Clerk of the Commission. The vote or votes of each member of the Commission on every matter shall be recorded. Only written action minutes will be maintained, however, electronic recordings will be made by the Clerk of the Commission of each meeting of the Commission which shall be available to the public for inspection by request made at the Clerk of the Commission's office, 1195 Third Street, Second Floor, Napa, California 94559.

RULE 15. All public hearings shall be electronically recorded.

RULE 16. At the discretion of the Chair of the Commission, all persons appearing before the Commission may be required to give testimony or evidence under oath.

RULE 17. Letters, petitions or other documentary evidence submitted to the Clerk of the Commission shall be presented to the Commission prior to or at the time of the public hearing. The Commission shall consider such material in deciding any issue before it. All documentary evidence shall become part of the Commission's file on the agenda item.

RULE 18. Any rule may be altered, amended, or repealed by majority vote of the Commission, except that such alterations, amendment, or repeal shall not affect any pending matter unless by unanimous consent of the Commission and any applicant thereto.

RULE 19. Any rule may be temporarily suspended by unanimous consent of the Commission.

RULE 20. Motion to Reconsider.

A. A final vote on any matter before the Commission may be reconsidered during the meeting at which the vote was taken provided all persons concerned with the matter are still present, and further provided the motion to reconsider shall be made by a member voting with the majority on the final vote.

B. If all persons concerned with a matter are not present, or if a member so chooses, a motion to reconsider a final vote on any matter may be given not later than the next regular meeting by a member voting with the majority on the final vote, provided notice of intention to move such reconsideration shall have been given at the meeting on which the final vote was taken.

C. A motion for reconsideration shall have precedence over every motion except a motion to adjourn.

RULE 21. Voting.

A. A majority of the members of the Commission shall constitute a quorum.

B. Adoption of a recommendation for approval of a general plan, specific plan, or amendment thereof shall require the affirmative vote of a majority of the appointed members (3) of the Commission.

C. All other actions or recommendations of the Commission shall require only the affirmative vote of a majority of the members present and voting.

D. A tie vote or other deadlock on a motion shall constitute disapproval of the motion, except that if a Commission member who has not voted will be able to vote at the next regular meeting, the Chair shall place the item on the next agenda for vote by the additional member. If a deadlock results in denial of a permit or tentative map, it is deemed to be an appealable action.

E. No member of the Commission shall participate as a commissioner in any discussion or voting if he or she owns property within the required notification area of any specific matter before the Commission or has any other conflict of interest as defined in the Political Reform Act of 1984, as amended.

F. Any member who has received evidentiary information outside of a Commission meeting or has viewed the property or site of a matter pending before the Commission or is familiar with the property or site shall publicly disclose the fact of such information, viewing or familiarity prior to the Commission's final vote on the matter.

RULE 22. Unless otherwise provided by these Rules, all proceedings before the Commission shall be conducted in accordance with and pursuant to the parliamentary rules of procedure as prescribed in the latest available edition of "Roberts Rules of Order".

RULE 23. Emergency or special meetings shall be called as provided in the Government Code of the State of California.

RULE 24. These rules shall be applicable to the transaction of any business when the Commission has convened and acts or serves in an official capacity, pursuant to law, other than as a planning commission.

RULE 25. The Commission hereby authorizes the creation of ad hoc subcommittees on special subjects from time to time so that the Commission members having the necessary expertise to conduct field, plan or other specialized reviews may investigate, observe review or otherwise study and report back their observations and conclusions to the full Commission for possible further action. When creating such ad hoc committees, the Commission shall specify the subject to be investigated and time to report, and shall appoint those commissioners who will serve on the ad hoc subcommittee. The number of members appointed to any particular ad hoc subcommittee shall be less than the number of members required to constitute a quorum of the full Commission. Upon presentation of its report to the full Commission, each such ad hoc subcommittee shall cease to exist. Ad hoc subcommittees created pursuant to this rule shall not be subject to the Brown Act.

RULE 26. The provisions of these Bylaws may be altered, amended, or repealed by the Commission at any time, within limitations imposed by the Brown Act.

“D”

Board of Supervisors’ Policies for Conducting Business

Proposed Updates and Revisions to the Planning Commission Bylaws
Board of Supervisors
August 19, 2025

BOARD OF SUPERVISORS

Policies for Conducting Business

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Policy Statement

The Napa County Board of Supervisors ("Board") is committed to the highest standards of effective governance. The primary roles of the Board are to set a direction and policy for the County that identifies countywide issues and supervisorial district issues with countywide impact and to put strategies and coalitions in place to address those issues while maintaining fiscal sustainability. The Board works with the County Executive Officer ("CEO") to keep the organization's efforts focused on its mission, values and strategic goals.

This Policy sets forth procedures for conducting meetings of the Board and external advocacy by the Board, standards of conduct for members of the Board, procedures and qualifications for establishment and appointments to advisory boards and committees of the Board, and procedures for appeals taken before the Board.

I. Meetings of the Board of Supervisors

A. Meeting Organization

1. *Meeting Calendar*

   Regular meetings of the Board of Supervisors shall begin at the time, date and place specified on the calendar for the coming year adopted at or before the last meeting of the Board of Supervisors in December of the current year. Non-scheduled regular meetings and special meetings may also be set in compliance with the requirements of the Brown Act.

2. *Meeting Location*

   Unless specially noticed or otherwise adopted in the annual calendar, meetings shall be held in the Board of Supervisors meeting room, Room 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California.

3. *Meeting Cancellations*

   Any meeting of the Board may be cancelled by majority vote of the Board or by the Clerk of the Board ("Clerk") for lack of a quorum or lack of business.

4. *Duration of Meetings*

   Once called to order, all meetings shall continue until all business on the agenda is completed unless the Board determines by majority vote to continue some or all of the remaining items to a later meeting.

5. *Order of Business*

   The regular order of business of meetings of the Board shall be:

   a. Call to Order, Roll Call, and Pledge of Allegiance;

   b. Laudatory Declarations;

   c. Consent Calendar – Special Districts and Consent Calendar for the Board;

   d. Public Comment on matters not on the agenda;

   e. Board of Supervisors Reports and Announcements;

   f. Discussion of items pulled from Consent Calendars;

   g. Regular Agenda of the Board, including Administrative Items – Special Districts,

Administrative Items for the Board, Public Hearings – Special Districts, Public Hearings before the Board, and Closed Session Items; and

h. Adjournment.

The Chair may alter or deviate from this schedule.

6. *Public Comment Generally*

Any person desiring to address the Board when recognized by the Chair should give their name for the purpose of the record as well as any campaign contributions required to be disclosed pursuant to the Levine Act (Government Code section 84308). In the interest of facilitating the business of the Board, the following shall apply:

a. Each speaker shall be permitted to be heard once for up to three minutes per Board agenda item unless the Chair affirmatively grants additional time. The three-minute per speaker time limit for public input on any agenda item may be reduced by the Board Chair to less than three minutes (but in no event to less than one minute per speaker) as may be reasonably necessary for the orderly and efficient conduct of Board meetings. Speakers shall address the Board when they have first been recognized by the Chair and shall not address their comments or questions directly to staff or to members of the audience.

b. Any reduction of the time limit should be announced by the Board Chair prior to the beginning of the public speaking segment of each item to which the reduction applies. These per person time limits shall not apply to applicants or appellants who are parties to matters that are the subject of noticed hearings.

c. A period for public comment for items not on the agenda shall be held immediately following the adoption of the Consent Calendar. However, the Chair may move it to a later time by announcing such at the beginning of the meeting.

d. Members of the public should submit written materials that they wish to have considered by the Board as far in advance as is practicable.[1] Written materials submitted to the Board electronically or as hard copies in advance of a public hearing shall be made available to the public for review and inspection, consistent with requirements of the Brown Act. Specifically, the Clerk shall cause a copy of such materials to be made available for inspection in Room 310 of the County building during normal business hours and may also post such materials on the County's website.

7. *Recording of Meetings*

It shall be the general practice of the Board to record the open portions of its meetings. The County's recording of the hearing or meeting constitutes the official record of the proceedings.

Upon completion of the Board of Supervisors meeting, minutes will be prepared documenting all actions taken by the Board of Supervisors at the meeting. If any individual wishes further information on any item, they should contact the Clerk.

[1] Members of the public should note that the agenda packet may not include all department-level documents associated with an agenda item, depending on the complexity of the item.

8. Parliamentary Procedures – Robert's Rules of Order

Unless otherwise provided by this Policy, all proceedings before the Board shall be conducted in accordance with and pursuant to the parliamentary procedure set forth in the published edition of "Robert's Rules of Order" that is most current at the time of the proceedings.

B. Appointments & Elections

1. Election of Chair and Vice-Chair

a. Election

Each January, the Board shall elect a Chair and Vice-Chair by majority vote. The Board may elect any supervisors to serve as Chair and Vice-Chair, notwithstanding anything to the contrary in this subsection I.B.

If one or more supervisors have been elected to the Board the previous year, the Chair and Vice Chair election shall take place at the first Board meeting following the newly elected supervisors taking office.

However, if the sitting Chair and Vice-Chair are both leaving office, the Clerk shall call the meeting to order and call for motions for the election of a Chair and Vice-Chair immediately following the newly elected supervisor(s) taking office.

b. Rotation of Chair and Vice-Chair Positions

The Board traditionally rotates the positions of Chair and Vice-Chair on an annual basis. The positions are rotated in order of supervisorial district number. In general, the Vice-Chair serves as Chair the year following the supervisor's period of service as Vice-Chair, though a supervisor may decline to serve as Chair. In such case, the Board may elect a different chair, or the existing Chair may serve in that position for another year; such action shall not change the numerical rotation of the Vice-Chair position.

When a newly elected supervisor is scheduled to serve as Chair during that supervisor's first year in office, that supervisor may instead express their interest to serve as Vice-Chair during that year and may rotate into the Chair position the following year. Thereafter, the normal rotation for election of Chair and Vice-Chair would resume.

c. Term of Service

Each Chair and Vice-Chair shall serve until their respective successors are elected to and assume the positions of Chair or Vice-Chair except in the circumstance described above in paragraph (a).

d. Availability of Chair and Vice-Chair

If the elected Chair and Vice-Chair are unavailable during a meeting, or are anticipated to be unavailable at a future meeting, or if either the Chair or both the Chair and Vice-Chair will be unavailable to execute documents during some discrete period of time, any of the supervisors present at a meeting of the Board during which the issue has arisen may make a motion, which may be seconded by any of the other supervisors present, to elect an Acting Chair to preside over any such meeting at which the Chair and Vice-Chair will be unavailable and/or to execute any documents in the name of the Board which would otherwise have been executed by the Chair and/or Vice-Chair during the period of the unavailability of the Chair and/or Vice-Chair.

2. *Duties, Rights, and Responsibilities of the Chair*

a. Duties and Powers of the Chair

The Chair of the Board shall preserve order and decorum during meetings of the Board. The Chair shall decide questions of order subject to being overruled by at least a four-fifths vote of the Board and shall perform such other duties as are required by law. The Chair shall have the power to suspend a meeting due to disruptive or abusive conduct by any person, including during any public hearing or public comment period before the Board. For the purposes of this Policy, disruptive conduct shall mean a breach of the peace or any inappropriate or violent conduct or disturbance that interrupts the due and orderly course of the meeting.

The Chair of the Board may make or second any motion, and present and discuss any matter on the agenda as any other member of the Board without having to step down as Chair. The Chair shall have all the rights and duties enjoyed by any other member of the Board.

b. Roll Call Vote

A roll call vote shall be required on any motion where voting by roll call is required by law and may be required in voting upon any motion of the Board at the discretion of the Chair. Any supervisor present and sitting as a member of the Board who does not vote either by audible voice or by electronic display apparent to the members of the Board and other persons present in the meeting, shall be recorded as voting "aye".

c. Special Districts & Other Entities for which the Board of Supervisors is the Governing Board

The Chair of the Board of Supervisors will also serve as Chair of the Special Districts and other entities under the jurisdiction of the Board of Supervisors such as Lake Berryessa Resort Improvement District, Monticello Public Cemetery District, Napa Berryessa Resort Improvement District, Napa County Groundwater Sustainability Agency, Napa County Public Improvement Corporation and Silverado Community Services District. This list may be updated by staff upon action by the Board to either create or dissolve any such Boards.

For each of the entities above, the Auditor-Controller shall serve as Treasurer and the Clerk of the Board shall serve as Secretary.

3. *Signature Authority of the Vice-Chair*

Documents explicitly authorized by the Board to be executed by the Chair may be executed by the Vice-Chair in the event the Chair is unavailable at the time of such execution, or by the Acting Chair elected pursuant to the provisions of this Policy and presiding at the time of the authorization, if both the Chair and Vice-Chair are unavailable at the time of execution.

4. *Appointments of Members of the Board of Supervisors to External Committees, Commissions, and Other Boards*

The Board will make such appointments in accordance with the following guidelines, unless in specific instances the Board determines by majority vote that a different procedure should be followed.

a. Appointment Procedures & Timing

At the first Board meeting following the first Monday in January, and thereafter in accordance with the Maddy Act (Government Code section 54970 et seq.), where

applicable, when new positions are created or unexpected vacancies occur, the Board shall make appointments to those various boards, commissions, committees and authorities on which Board members are asked to serve.

b. Appointments Upon Expiration of Term of Appointment

Appointments to existing positions made vacant by expiration of the term of the appointment will be made as follows:

i. To promote continuity, the incumbent supervisor will be reappointed unless they choose not to serve a subsequent term or is otherwise unavailable.

ii. If the incumbent supervisor chooses not to be reappointed or is unavailable, the Board may appoint any other supervisor expressing an interest in serving.

c. Appointments Due to Unexpected Vacancies During Term

Appointments to new positions and to positions resulting from unexpected vacancies during a term will be made as follows:

i. The Board may appoint any supervisor expressing an interest to an existing committee or commission to fill an unexpected vacancy during the term.

ii. If a new committee, commission or board was created at the request of a particular supervisor, that supervisor shall be appointed, unless they decline to serve; otherwise the Board may appoint any other supervisor expressing an interest in serving.

d. Conflicting Appointments

Notwithstanding (b) and (c), no supervisor shall be appointed to serve on a committee, commission or board whose regular meeting dates and times conflict on three or more consecutive occasions with those of one or more other committees, commissions or boards to which that supervisor has already been appointed, unless the supervisor resigns from the conflicting appointment or appointments.

e. Termination of Appointments

Unless otherwise provided by the rules or law governing the committee, commission or board to which the appointment is being made, the appointment of a supervisor under this subdivision I.B.4. shall automatically terminate if any of the following occur:

i. Three consecutive unexcused absences of the supervisor to the committee, commission, or board are recorded. Unexcused absences occur when the supervisor provides no reasonable advance notice of the supervisor's planned absence to (1) the committee, commission, or board, and (2) the supervisor's alternate. Excused absences occur when such advance notice is provided.

ii. The supervisor has submitted a written resignation to the chair of the affected committee, commission or board and to the Clerk.

iii. The supervisor vacates his or her office as supervisor, for any reason.

f. Great Wine Capitals General Assembly

Notwithstanding the foregoing Guidelines, the Chair may attend the Great Wine Capitals General Assembly annually as the designated representative of the Board. The Board may further appoint the Vice-Chair in addition to the Chair to attend the Assembly annually. Should the Chair or Vice-Chair be unable to attend, the Board may appoint other members of the Board to attend in their places, subject to the limitation that a maximum of two members of the Board may attend the Assembly each year.

The County Executive Officer may designate staff with responsibilities and expertise in relevant subject matter areas to represent the County subject to Board approval for out-of-state travel as applicable, subject to the limitation that a maximum of two staff may attend the Assembly each year.

C. Counsel

Government Code section 26526 shall govern the provision of legal counsel to the Board.

D. Agenda Items

1. Preparation and Publishing of Agenda

The County Executive Office will prepare an Agenda for each meeting of the Board, with recommended actions consistent with the Brown Act.

2. General Procedures

a. Agenda Procedures

Any matter to be considered by the Board shall first be properly filed in compliance with the policies, standards and procedures established by the County. The Clerk shall not accept any matter for presentation to the Board unless set forth on the prescribed forms, if any, properly filled out with all required data attached. The Board has discretion to consider requests to continue of an item based on late submission of materials (i.e., less than twenty-four hours in advance of a Board meeting) but may opt to proceed as scheduled.

b. Items Not on the Agenda

Unless otherwise allowed by law, any matter that comes before the Board orally which is not shown on the agenda shall not be acted or commented upon by the Board until it is heard as a noticed agenda item at a future meeting of the Board but the matter may be referred by the Board to staff to return with a recommendation as to next steps.

c. Withdrawal of Agenda Items

A department or division with an item before the Board may request for it to be withdrawn prior to any Board action on the item. If the request is oral, written confirmation of the request may be required.

d. Availability of Supporting Materials to the Public

Supporting materials provided to the Board in connection with a matter subject to discussion or consideration at an open meeting of the Board shall be made available for public inspection and distribution in accordance with the requirements of the Public Records Act (Government Code

section 7920.000 et seq.) and the Brown Act (Government Code section 54950 et seq.).

These materials shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the federal rules and regulations adopted in implementation thereof. No surcharge exceeding the fees for copies of public records authorized by California Government Code section 7922.530 shall be imposed in such instance upon such persons in connection with such alternative formats.

3. *Specific Procedures*

a. Items Not Involving Noticed Public Hearings

i. Discussion or Presentation Items: No action required.

ii. Action Items Not Involving Public Hearings

A. Staff report.

B. Public comment.

C. Motion on the item, second, and discussion of the motion.

D. Vote on the motion.

b. Items Involving Noticed Public Hearings

i. Noticed Public Hearings – Ordinances - First Reading of the Title

A. Open public hearing.

B. Staff report.

C. Public comment.

D. Close Public Hearing.

E. Motion on the introduction of the ordinance, second, and discussion of the motion.

F. Vote on the motion. After the motion has been approved, staff will bring the ordinance back to the Board on the next consent calendar for final approval.

ii. Noticed Public Hearings which are not Appeals

A. Open Public Hearing.

B. Staff reports.

C. Public Comment.

D. Close Public Hearing

E. Motion on the item, second, and discussion of the motion.

F. Vote on the motion.

iii. Noticed Public Hearings which are Appeals

Refer to County Code Chapter 2.88 and the Appeals section of this Policy.

4. *Laudatory Declarations*

The Board may issue laudatory declarations during its meetings in celebration of notable events or

individuals. Such declarations may include the display of flags as outlined in Appendix A. The Chair may also issue individual declarations in their official capacity as Chair of the Board outside of meetings of the Board. Finally, individual supervisors may issue declarations in their official capacities in celebration of notable events or individuals within their respective districts outside of meetings of the Board.

The Chair is authorized to represent the County at ceremonial functions and other similar events when the Board has not otherwise designated one of its members to represent the County. The Chair shall coordinate the representation of the County by other members at such events as needed.

In instances where a declaration is to be presented at a meeting of the Board, the Clerk of the Board is responsible for scheduling the presentation of such declarations on behalf of the County Executive Officer in conjunction with the responsibilities of the Clerk related to meeting agendas and in consultation with the Chair of the Board.

5. *Motions Generally*

a. Action of the Board shall be taken by motion. Any action of the Board may be proposed by motion of any member. Such motion, if seconded by any member, shall be on the floor and must be considered by the Board. If a motion is not seconded, the motion fails for lack of a second and shall be so declared by the Chair.

b. A motion may be withdrawn by its proposer at any time before adoption or rejection with the consent of the second. Absent consent of the second, the motion remains on the floor. A motion's second may also withdrawn at any time before adoption or rejection, and upon such withdrawal, the motion will fail unless another member seconds.

c. A motion on the floor may be amended by further motion at any time before adoption or rejection. If the motion to amend passes, the amendment is adopted and the Board then considers and votes on the original motion as amended. If the motion to amend fails, the original motion sustains for any further consideration and vote.

d. After a motion has been seconded, any member may discuss the subject of the motion. When there is no further discussion, or when it appears that further discussion will be repetitive, the Chair shall call a vote, except that at any time during discussion, any member may move to call the question, and, if that motion is successful, a vote on the original motion shall proceed.

e. Any member of the Board who votes in the majority on a question, as well as any member who while serving as a member was absent for a vote on a question, is eligible to make a motion to reconsider.

Motions to reconsider are proper during the meeting at which the action to be reconsidered took place or at a future meeting as an agenda item. A member who was absent and seeks reconsideration of a prior action of the Board should put their motion to reconsider on the agenda for the next regular meeting at which they are present.

Motions to reconsider require a majority vote to succeed. If a motion for reconsideration is successful, any member may make the motion to confirm, modify or reject the action taken on the original item. No motion to reconsider may be reconsidered after initial failure except by 4/5 vote of the Board.

E. Voting

1. *Quorum*

   A majority of the members of the Board shall constitute a quorum for the transaction of business. No action or recommendation of the Board shall be valid and binding unless at least three (3) members of the Board concur therein.

2. *Continuance for Lack of a Quorum*

   In any case where, due to the absence of one or more supervisors, three votes cannot be obtained on a question before the Board, the Clerk shall automatically cause the matter to be placed on the next agenda for further consideration and vote. No motion shall be required to take such action.

3. *Conflicts of Interest Preventing a Quorum*

   Notwithstanding subdivision (2), if three votes cannot be obtained because a conflict of interest exists that prevents the absent supervisors from voting on the matter, and the conflict is such that the absent supervisors will be unable to vote at a later date even if the matter is continued, the matter shall not be continued and the following procedure shall apply.

   Action shall be deemed taken by the Board to ensure that the status quo remains: that circumstances remain as they existed prior to the attempt of the Board to act on a legislative matter, or prior to the decision of the approving officer or body in the case of an appeal will not be changed.

   In the instance of an appeal, if the decision being appealed was approval of a permit, the appeal shall be deemed granted resulting in denial of the permit, and if the decision being appealed was denial of a permit, the appeal shall be deemed denied resulting in upholding the denial of the permit.

   In unusual circumstances, where these actions would not preserve the status quo, the decision on the appeal shall be whatever action is necessary to maintain the status quo.

4. *Conflicts of Interest Generally*

   No Board member shall participate as a Board member in any discussion or voting if to do so would constitute a conflict of interest, except as allowed under law (e.g., Government Code section 87101).

5. *Disclosure of Ex Parte Contacts for Quasi-Judicial Matters*

   For quasi-judicial hearings, Board members shall make disclosures of ex parte contacts. Any member who has received evidentiary information outside of a Board meeting or has viewed the property or site related to a quasi-judicial matter pending before the Board or is familiar with the property or site, should publicly disclose the fact of such information, viewing or familiarity with the site prior to the Board's final vote on the matter.

6. *Read and Understood Doctrine*

   As is required by the "Read and Understand" initiative adopted by the voters of Napa County in 2005, every County Supervisor who votes to approve any new ordinance, regulation, or resolution shall first have thoroughly read and understood it, including its direct and indirect impacts on the citizens of Napa County, and shall certify in writing at the time of voting in favor of the ordinance, regulation, or resolution; and prior to its going into effect, that he/she has read it thoroughly and has thoroughly understood its direct and indirect impacts on the citizens of Napa County prior to voting to approve it.

7. Recordation of Votes

All official actions or decisions by the Board shall be entered in the minute book of the Board. The vote of each member on every question shall be recorded. Any supervisor present and sitting as a member of the Board who does not vote either by audible voice or by electronic display apparent to the members of the Board and other persons present in the meeting, shall be recorded as voting "aye".

II. Legislative & Regulatory Affairs

A. Applicability

This section applies only to official actions by the Board of Supervisors. The provisions of this section do not apply if the Board member is acting in their individual official capacity or in their official capacity as an appointee to regional bodies by the Napa County Board of Supervisors. Nor do the provisions of this section apply to actions of Board members acting in a personal capacity, provided that this distinction is clearly stated in advance of any oral or written advocacy.

These provisions also do not apply to advocacy in the official or personal capacities of any other locally elected official, including the Assessor-Recorder-County Clerk, Auditor-Controller, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. These locally elected officials may also in their discretion request of county executive staff that matters are brought to the Board for consideration.

B. Adoption of Legislative & Regulatory Platform

The Board may adopt a legislative and regulatory platform for use by staff as needed. The process of drafting this document may include public informational meetings conducted prior to adoption by the Board. The purpose of this document is to provide the ideological foundation for the Board's legislative and regulatory advocacy efforts. The platform must be adopted by majority vote of the Board.

C. Board Action

1. Ordinary Course of Business

The Board may take action on an item within the scope of the current Napa County Legislative & Regulatory Platform without further public consideration of the item.

If the subject of proposed action by the Board of Supervisors is not within the scope of the current Napa County Legislative & Regulatory platform, no action shall be taken by the Board of Supervisors until the item is considered by the Board of Supervisors for consideration.

The proposed action, whether by way of resolution, minute order, letter authorization or otherwise, must be approved by majority vote of the Board.

If a letter is authorized, the letter or other communication must be approved and sent by the Board Chair, or the Vice-Chair if the Vice-Chair is performing the duties of the Board Chair as outlined in this Policy.

2. Emergency Action

In cases where emergency action is required to communicate the County's position on an issue that is outside the scope of the adopted platform, a special meeting of the Board should be convened where feasible. Where a special meeting is not feasible under the totality of the circumstances, the CEO may authorize such communication. In such instances, the Board should take up the matter at its next meeting to consider ratification of the CEO's actions.

D. Permissible Actions within the Scope of the Legislative & Regulatory Platform

The actions outlined below are permitted without any formal Board action so long as the legislative or regulatory action at issue is within the scope of the adopted Legislative & Regulatory Platform. The actions outlined below are permitted as it pertains to legislative proposals, ballot propositions, agency or commission proceedings, including rulemaking, and other similar procedural vehicles. It is advisable, prior to taking any of these actions, for staff to present the proposed action to the Board in writing and solicit questions or comments on the proposed action.

1. *Position Letters*

   Staff may draft and submit position letters on behalf of the County and may also join coalition letters where the interests of the coalition align with the County's interests, so long as the letters are consistent with the Board's adopted Platform.

2. *Social Media Posts*

   Staff responsible for managing the County's social media accounts may author posts on social media consistent with the Board's adopted platform.

3. *Meetings*

   Staff may attend meetings with relevant parties, including but not limited to other local staff and local elected officials, state and federal legislative officials and staff, state and federal executive branch officials, and sponsors of proposed legislation, to advocate for proposals that are consistent with the Board's adopted platform.

4. *Testimony*

   Staff may prepare and present testimony before legislative or regulatory bodies to the extent that the proposed action and testimony are consistent with the Board's adopted platform.

E. Action by Non-elected Department Heads in Official Capacity

This section does not apply to elected department heads, who may take advocacy positions in their official or personal capacities within their own discretion.

Non-elected department heads may take an advocacy position in their official capacities if the position is consistent with County policies and County's Legislative & Regulatory Platform, so long as communications related to such advocacy do not purport to express the position of the Board of Supervisors.

III. Ethics and Standards for Conduct of Members of the Board of Supervisors

Conduct of Board members should comport with both the County's Code of Ethics and the County's adopted Conflict of Interest Code, the approval, updating, and maintenance of which is required by Cal. Gov. Code section 87300.

Members who are found by four-fifths vote of the Board to have violated the County's adopted Conflict of Interest Code may be censured by four-fifths vote of the Board.

IV. Advisory Boards & Commissions

A. Applicability

This section applies to boards, commissions, committees, and task forces (hereinafter "commission(s)") established and appointed by the Board of Supervisors and Board appointments made to other state local advisory commissions.

B. Establishment & Review

The Board of Supervisors may establish local advisory and regulatory boards, commissions, committees, and task forces. Unless otherwise prescribed by Federal or State statute or County Code of Ordinances, the Commission shall be advisory to the Board of Supervisors and as such shall be responsible to provide the Board advice on matters pertaining to the purpose of the commission and shall serve at the pleasure of the Board. Commissions shall only be established for a specific purpose. The responsibilities of a commission shall not be amended, changed or redirected without specific approval of the Board of Supervisors.

Each commission shall be assigned a County department to act as "liaison department" for that commission in connection with its affairs and the "Maddy Act" requirements. The liaison department shall, where practical, assign a specific County employee to act as "liaison officer" for the commission.

The County Executive Office and liaison department will review, as an ongoing program, the commissions to determine the feasibility of reducing the number of commissions to avoid overlapping jurisdictions.

C. Scope of Authority

Commissions have the responsibility to publicly review and discuss those matters they have been requested to review and comment upon by the Board of Supervisors or the appropriate liaison department.

All resolutions, motions or other comments made by advisory commissions are subject to review by the appropriate liaison department prior to any action by the Board of Supervisors.

Commissions are not authorized to sign contracts, disburse funds, implement programs, employ or consider any personnel matter or act in any other capacity that involves the direct management or operation of a program.

The conduct of all commission affairs shall be in accordance with this policy unless otherwise prescribed by Federal or State statute, County Code or specific Board action.

D. Requirements for Meetings of Commissions

1. All commissions are subject to the provisions of the Brown Act (see California Government Code, Section 54950 et. seq.).
2. Each commission shall meet a minimum of four times per year, unless otherwise specified in the commission's bylaws.
3. Each commission shall submit a policy for conducting business for adoption by the Board of Supervisors.

E. Annual Report to the Board of Supervisors

Every commission is responsible for the preparation of a written annual report, to be submitted to the Board no later than July 1 of the following year. At the first Board meeting in January of each year, the Board shall be provided a list of the current commissions and identify those that should present an annual report to the Board of Supervisors during that calendar year and when that annual report shall be presented.

F. Liaison Departments

Liaison departments serve as a vital connection between a commission and County government services and programs and assist in accomplishing the stated purposes of a commission.

1. The assigned liaison department is responsible for reviewing and making recommendations as to the continuation and/or role of the commission pursuant to this Policy.
2. The liaison department shall provide guidance to the commission as to its responsibilities and adherence to County Policy, and shall, where practical, assign a specific County employee to act as "liaison officer" for the commission.
3. The liaison department shall coordinate with the Clerk of the Board to schedule a commission to appear before the Board of Supervisors for the purpose of presenting its annual report when requested by the Board.
4. The liaison department shall compile and provide to the Clerk of the Board information as needed, including but not limited to the authority and purpose of the commission and identities and qualifications of its members.
5. The liaison department immediately shall report to the Clerk of the Board any unscheduled vacancy.
6. The liaison department shall determine the conflict-of-interest statutes, ordinances and policies applicable to its commission members, consulting with County Counsel as necessary, and shall so advise commission members. The liaison department shall assist in filing Statements of Economic Interest with the filing officer as required.
7. The liaison department is responsible for sending a notice of default resignation to the Clerk when the commission member had two or more consecutive unexcused absences or four consecutive absences of any type.
8. Liaison departments shall comply with all applicable provisions of the California Public Records Act in maintaining records of their assigned commissions' activities.
9. Liaison departments shall keep current minute records of each commission to which they are assigned on file and distribute copies as requested in accordance with provisions of the California Public Records Act.

G. Use of Chambers for Matters other than Meetings of the Board of Supervisors

Authorization of the use of the Board of Supervisors chambers for matters or meetings other than official meetings of the Board of Supervisors is within the discretion of the County Executive Officer.

V. Changes to this Policy

Any of the contents of this Policy may be altered, amended, or repealed by majority vote of the Board to the extent that such changes are permitted by state or federal law.

Any such alteration, amendment, or repeal shall not be effective retroactively and shall affect a matter being considered on the same agenda as the change only if the change is approved prior to the consideration of such agenda item or prior to close of such public hearing.

Appendix A: Policy on Official Flag Displays on County Flagpoles

A. Purpose

1. This policy is intended to regulate the public display of flags flown outside County buildings on County-owned flagpoles.
2. This policy does not regulate the use of special-circumstance or events flags for display on streetlights or other public infrastructure apart from flag poles, which is subject to approval by the City of Napa.
3. Nothing in this policy is intended to prohibit or curtail individuals displaying a flag on private property under their control or to wear or carry a flag.
4. This policy does not apply to County-owned buildings or properties that are wholly occupied by a third party or non-governmental entity.

B. General Flag Policy

1. County flagpoles are not intended to serve as a forum for free expression or method of communication or speech by members of the public and the determination of what flags may be flown on County flagpoles is reserved for the Board of Supervisors.
2. The Board of Supervisors has determined that the following flags may be flown on County flagpoles:
   a. The United States of America Flag;
   b. The State of California Flag;
   c. Official County flags; and
   d. Commemorative flags, the definition and display of which is governed by subsection (C) below.

C. Commemorative Flags

1. Commemorative flags are non-governmental flags that have significant cultural importance, e.g., the Pride Flag or Black History Flag. The use of commemorative or other third-party flags outside County buildings on County-owned flagpoles is prohibited except as specified below.
2. Requests to display commemorative flags on County flagpoles must come from a member of the Board of Supervisors or the County Executive Officer and be approved by a majority of Board members during a public meeting as outlined in paragraph 1.A.5.b. of section 1 of the originating policy.
3. Commemorative flags may be displayed on flagpoles for a duration that is relevant to the purpose of commemoration, but no longer than 31 consecutive days, unless otherwise approved by the County Executive Officer with the concurrence of the Board Chair.
4. The display of commemorative flags should be consistent with County goals, priorities, and strategic plans, as determined by the Board of Supervisors.
5. No flag shall be permitted which solicits consideration of any product or item sold by any private business, commercial venture, or charitable enterprise.

Appendix B: Rules of Procedure for Appeals to the Board of Supervisors[2]

Contents

1. Mandatory Pre-Hearing Conferences
2. Evidence
3. Transcripts

[2] This Appendix B supersedes and replaces Rule 14 from the prior policy. All references to Rule 14 in the Napa County Code shall be deemed to refer to this Appendix B.

A. Mandatory Pre-Hearing Conferences

On all appeals to the Board of Supervisors, a Mandatory Pre-Hearing Conference ("Conference") shall be scheduled by the Clerk in accordance with Napa County Code Section 2.88.080. The Conference shall be conducted informally among the Board Chair or designee, County Counsel or designee, one person designated by each appellant as its representative to attend the prehearing conference with authority to speak for that appellant, and, if different from the appellant, the applicant on the underlying subject of the decision being appealed. The prehearing conference is intended to accomplish the following purposes:

1. If the appeal pertains to a decision where there is a record on appeal, the participants at the Conference will review and discuss with the County representatives what the record on appeal consists of, and discuss whether any party intends to offer any evidence or materials not contained in the record on appeal ("extrinsic evidence"). The Conference will provide an opportunity to establish dates by which any request for extrinsic evidence shall be submitted to the Chair for a good cause determination. If any party disagrees with the Chair's determination, they may request that a majority of the Board overrule the Chair's determination on the day of the hearing pursuant to the procedures described in Napa County Code Section 2.88.090, subsection (C). Any party wishing to submit extrinsic evidence for the Chair's consideration must provide the Chair and County Counsel with complete, legible copies of all such materials and any argument supporting a good cause finding by the deadline established by the Chair at the Conference.
2. If the appeal pertains to a decision for which no record on appeal exists, the participants at the Conference will describe to the County representatives the evidence, written arguments and materials (including summaries of expert testimony, reports, or opinions to be offered at the hearing) ("Materials") that the participant intends to submit for the Board's consideration on the appeal. Each party shall provide the Chair and County Counsel with complete, legible copies of all such Materials that the party desires to have the Board to consider on the appeal by the date established by the Chair at the Conference.
3. In the interests of efficient conduct of Board proceedings, all those who present testimony or evidence to the Board on an appeal must make every reasonable effort to present all arguments and evidence to the Board prior to the hearing in accordance with the procedures specified above and in the applicable Napa County Code provisions. Oral testimony and argument should be limited to points that were not raised in written submissions and documentary evidence and should not be repetitious of the contents of written and documentary submissions; however, parties may not introduce new grounds of appeal or new evidence unless the Chair allows such grounds or evidence pursuant to Napa County Code section 2.88.050(C)(6) or 2.88.090(C). At the Conference and at the appeal hearing, the Chair may determine not to receive cumulative, repetitious, immaterial, derogatory or abusive testimony.
4. The County representatives at the Conference will discuss with the Conference participants what the probable order for presentation of evidence, witnesses, and statements will be at the hearing, what time limits may apply to speakers (as addressed in more detail in subdivision (5) below), and any other procedural topics, subject to any modifications that may be made by the Board at the hearing.
5. In the interests of efficient conduct of Board meetings and in fairness to all participants at such meetings, the Board Chair at the Conference will set reasonable and uniform limits on the presentations by each party to an appeal at the hearing. Unless the Chair, in the Chair's sole discretion, establishes different time limits, the standard time limit shall be thirty (30) minutes for each side. If there are multiple appellants, then the applicant shall have thirty (30) minutes per appellant.
6. The time limits specified above do not apply to or limit the right of members of the public to speak at an appeal hearing. Such public speakers will be subject to the time limits and other provisions set forth in subdivision 1.A.6. [Public Comment Generally] of this Policy.

7. Any additional written information shall be limited to 10 pages per appellant unless the Chair allows for a different page limitation at the Conference. Applicant shall be limited to the total number of pages of all appellants combined.

B. Evidence

1. Evidence shall be admissible if it is of a type commonly relied upon by reasonable and prudent persons in the conduct of serious affairs. Evidence may be received subject to a later ruling regarding its admissibility. Erroneous admission of evidence shall not invalidate any action taken unless it is shown to have prejudiced the substantial rights of a party.
2. All exhibits shall be marked upon submission to provide identification in the event the matter is litigated. If no litigation occurs requiring lodging of the exhibits with a court, the Clerk shall retain the exhibits until expiration of the applicable statute of limitations, at which time the applicant may reclaim them. The Clerk will dispose of unclaimed exhibits if not reclaimed by the applicant within ten days after the expiration of the applicable statute of limitations.

C. Transcripts

1. When there is an appeal to the Board of the decision of decision maker made following a public hearing that was recorded electronically, a verbatim transcript shall be prepared and certified by the Clerk or the Clerk's designee. When there is an appeal to the Board of the decision of a decision maker made following a public hearing that was recorded by a court reporter retained by the clerk of the hearing officer, the court reporter shall provide a certified transcript.
2. No appeal of a decision made following a public hearing recorded pursuant to this subsection (C) shall be heard by the Board until the appellant and any interested persons as defined in Section 2.88.010 of the Napa County Code who have requested such notice in writing have been notified in writing that the transcript has been prepared and is available for inspection.

Appendix C: Standards for Appointments to Certain Seats on Advisory Boards and Commissions

A. Purpose

The Board of Supervisors will consider for appointment to commissions all persons willing to serve whose interests, background, experience, perspective, and talents may significantly contribute to the purpose of these various commissions. Appointments must conform to California Government Code sections 54970-54974 and all applicable state laws and regulations.

B. Applicability

This section applies to both initial appointments to commissions and appointments to fill vacancies occurring during an ongoing term of appointment. This section does not apply to seats on commissions that are held by members of the Board of Supervisors.

C. Procedures

Appointments shall follow the following procedures:

1. Vacancies shall be advertised for a minimum of 30 days. If an emergency exists that necessitates filling the vacancy immediately, the provisions of Government Code Section 54974 shall apply.
2. Upon request, the County Executive Office may publicize any vacancy(s), including requirements, process, and deadline for submitting application. Distribution may include posting on the County website, posting on County social media outlets, distributing to current members of the applicable commission, and distributing to Board members for sharing with their contact lists at their discretion.
3. When representation of educational interests is desired in an appointment to a commission, all public-school districts in the County shall be requested to confer with one another to provide the Board of Supervisors with a joint recommendation as to an appointment.
4. All interested applicants shall complete an application form that will be made available and returned to the County Executive Office.
5. The County Executive Officer has broad discretion to extend an application deadline or take other measures that the County Executive Officer deems appropriate to ensure that the Board is presented with a suitable pool of qualified applications.
6. All submitted application forms will be reviewed by the County Counsel's Office for legal sufficiency and to note any known conflicts of interest.
7. Each commission shall be given the opportunity to review all applications and make a recommendation to the Board of Supervisors.
8. The Board of Supervisors will be informed of the recommendation but may appoint any eligible applicant.
9. These procedures will apply to initial appointments and the filling of vacancies occurring during a term.
10. The Board need not consider for appointment any application which the County Executive Officer finds to not satisfy the published qualification requirements or which the County Counsel's Office finds to be legally insufficient.

D. Qualifications

When a vacancy occurs on a commission, effort should be made by the Board to ensure that the most qualified individual is appointed to fill the vacancy. Appointment of the most qualified individual should be guided by the following principles:

1. Specific qualifications for each Commission must be identified in the bylaws of the Commission, which shall be approved by the Board of Supervisors.
2. Unless otherwise precluded by Federal or State law or regulation or the Napa County Code, preference is given to appointees who plan to reside or work within Napa County during the period of time they serve on the Board, Commission or Committee and meet the qualifications for the position. The Board must formally approve a waiver of this Policy to appoint a person who does not meet either of those requirements. A waiver is not required for an appointee who may reside outside Napa County when employed by an organization that is required to be represented on the Board, Commission, or Committee, either expressly or by categorical inclusion.
3. All persons appointed to serve on commissions shall take the oath given by the Clerk of the Board as required by Section 3 of Article XX of the California Constitution, prior to participating in or voting on the business of the commission.
4. Unless otherwise provided by state or federal law, no individual will be appointed, and any such appointment may be terminated by majority vote of the Board of Supervisors, upon conviction of any crime of moral turpitude or abusive conduct.

E. Terms of Appointment

The following provisions pertain to all appointments made by the Board of Supervisors to the extent they do not conflict with federal or state law or Chapter 2.68 of the Napa County Code.

1. No appointment shall be made for a term to exceed four (4) years in length, and a term may be shorter as provided herein. Upon expiration of a term, the incumbent will be given 15 days to submit an application for re-appointment.
2. When establishing a new committee or commission, the terms of office shall be staggered and no more than two-thirds of the terms of the total number of members of a commission shall expire in any one-year period.
3. Terms shall expire four (4) years after the initial appointment unless otherwise specified by state law or any ordinance or resolution of formation.
4. A commissioner whose appointment has expired may continue to serve in that capacity until a new appointment is made or the Board of Supervisors declares that position vacant. Such commissioner is eligible for reappointment subject to this Policy.
5. In an emergency, an unscheduled vacancy may be filled by an “acting appointee” but a final appointment cannot be made until at least ten (10) working days after a “Notice of Unscheduled Vacancy on Board, Commission or Committee” has been posted by the County Executive Office.
6. If the appointment is to fill an unexpired term that has a specific term or time frame established in statute, the appointment will be for the remainder of the unexpired term. For all other appointments, the appointment shall be for a full term.

7. *Default Resignation and Ministerial Removal:* If an appointee records two (2) or more consecutive unexcused absences, where unexcused absence means that the appointee did not provide reasonable advance notice to either the commission or an alternate, or four (4) consecutive excused or unexcused absences, the commission liaison shall consider this a default resignation, and declare the appointee's position vacant as a matter of ministerial procedure.

8. *Discretionary Removal:* Notwithstanding any of the foregoing, commission members serve at the pleasure of the Board of Supervisors and may be removed from the commission at any time at the discretion of and by majority vote of the Board of Supervisors.

9. The resignation of a commission member shall be submitted to the Clerk of the Board and shall be effective upon receipt by that office.

F. Ethics & Standards for Appointees

Commission members will be informed of all applicable conflict of interest statutes, ordinances and policies.

No commissioner shall profit by County contracts or purchase agreements related to commission activities while a commission member. Commissioners should avoid the appearance of impropriety in their activities and recuse themselves from votes where their vote may lead to any question of propriety.

Commissioners must attend commission meetings regularly. If a commissioner misses two (2) consecutive meetings without being excused by the department liaison, or four consecutive meetings of any type, by default, staff will consider this a default resignation and declare the position vacant, a ministerial, non-discretionary removal Commissioners may also be removed in the discretion of the Board of Supervisors for any reason by majority vote.

List of Revisions

Section 8

Adopted January 10, 1967

Amended November 3, 2015; Resolution No. 2015-142

Amended October 8, 2017; Resolution No. 2017-181

Amended November 17, 2020; Resolution No. 2020-141

Section 8B

Adopted January 3, 1989

Amended January 26, 1993; Resolution No. 93-7

Amended August 28, 2001; Resolution No. 01-103

Amended January 14, 2003; Resolution No. 03-03

Amended October 5, 2004; Resolution No. 04-165

Amended January 9, 2007; Resolution No. 07-11

Amended August 7, 2007; Resolution No. 07-99

Amended December 18, 2007; Resolution No. 07-178

Amended January 27, 2009; Resolution No. 09-09

Amended June 30, 2009; Resolution No. 09-101

Amended May 24, 2011; Resolution No. 2011-54

Amended November 3, 2015; Resolution No. 2015-142

Amended December 8, 2020; Resolution No. 2020-149

Amended March 2, 2021; Resolution No. 2021-22

Amended December 17, 2021; Resolution No. 2021-151

Section 8L

Adopted March 2, 2021; Resolution No. 2021-22

Consolidated Policy

Adopted September 10, 2024; Resolution No. 2024-95

Amended January 28, 2025; Resolution No. 2025-10

“E”

Public Comment

Parker, Michael

From: Eve Kahn <evalynkahn@gmail.com>
Sent: Friday, March 14, 2025 9:41 AM
To: Parker, Michael
Subject: Planning Commission Bylaws

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email - Use Caution]

Michael - thank you for allowing the public to comment.

Rule #2. Matters Pending Before the Commission
A. "The Secretary shall not accept for presentation to the Commission any matter unless it is properly made on the **prescribed forms** filled out with all required data attached.
Please clarify what and where the prescribed forms are located. In my experience, I just emailed my questions and comments to the clerk.

Rule #9. A roll call vote may be called in voting upon any motion of the Commission at the discretion of the Chair. **Any member present who does not vote in an audible voice shall be recorded as voting "aye."**
I am confused about this rule. Is there no option to abstain? Why should a yes vote be the default?

Rule #11. The Chair may, in the interest of facilitating the business of the Commission, limit the amount of time which a person may use in addressing the Commission.
Is there a standard time limit for public comment (as with the 3-minute rule at BOS)? I cannot find this in any of the existing rules.

Rule #16. All persons appearing before the Commission shall be required to give testimony or evidence under oath, at the discretion of the Chair of the Commission.
Please clarify what testimony or evidence under oath would be required. Would this be required of public comments or just the applicant?

Rule #17. Letters, petitions or other documentary evidence submitted to the Secretary of the Commission shall be presented to the Commission **prior to or at the time of the public hearing.** The Commission shall consider such material in deciding any issue before it.
Is this rule in conflict with Rule 2 regarding late submission?

Thank you again for allowing the public to comment and question the Planning Commission rules.

Regards, Eve Kahn
707-363-1512

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1420

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Daniel Sanchez, Senior Management Analyst

SUBJECT: 2024-25 Grand Jury Reports

RECOMMENDATION

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

BACKGROUND

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

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

Requested Action:

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

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

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

Behind the Curtain: Napa County Use Permit Process

Summary

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

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

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

- The use permit application process in Napa County may extend over multiple years, particularly for complex cases that involve appeals or challenges.

- Pre-application review meetings are optional and come with a fee, which may discourage applicants from using this helpful resource. The Civil Grand Jury recommends that the Napa County Board of Supervisors make pre-application meetings mandatory, eliminate upfront costs, and fold costs into the full permit fee for those who proceed.

- The County's 80% cost recovery fee model creates added burdens for applicants, with more challenges expected with the planned shift to 100% cost recovery. The Civil Grand Jury recommends the Napa County Board of Supervisors implement a standardized fee structure for all applications based on project complexity whenever possible, to ensure fairness and greater transparency.

- The winery database is outdated and inaccurate, limiting its usefulness as a reliable permitting resource. The Civil Grand Jury recommends the Napa County Board of Supervisors update and maintain the winery database as the authoritative and trusted reference for permits in the County.

- There is no current process for conducting random audits to ensure winery permit compliance. The Civil Grand Jury recommends the Napa County Board of Supervisors establish a funded audit program to monitor winery compliance.

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

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

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

Background

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

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

Methodology

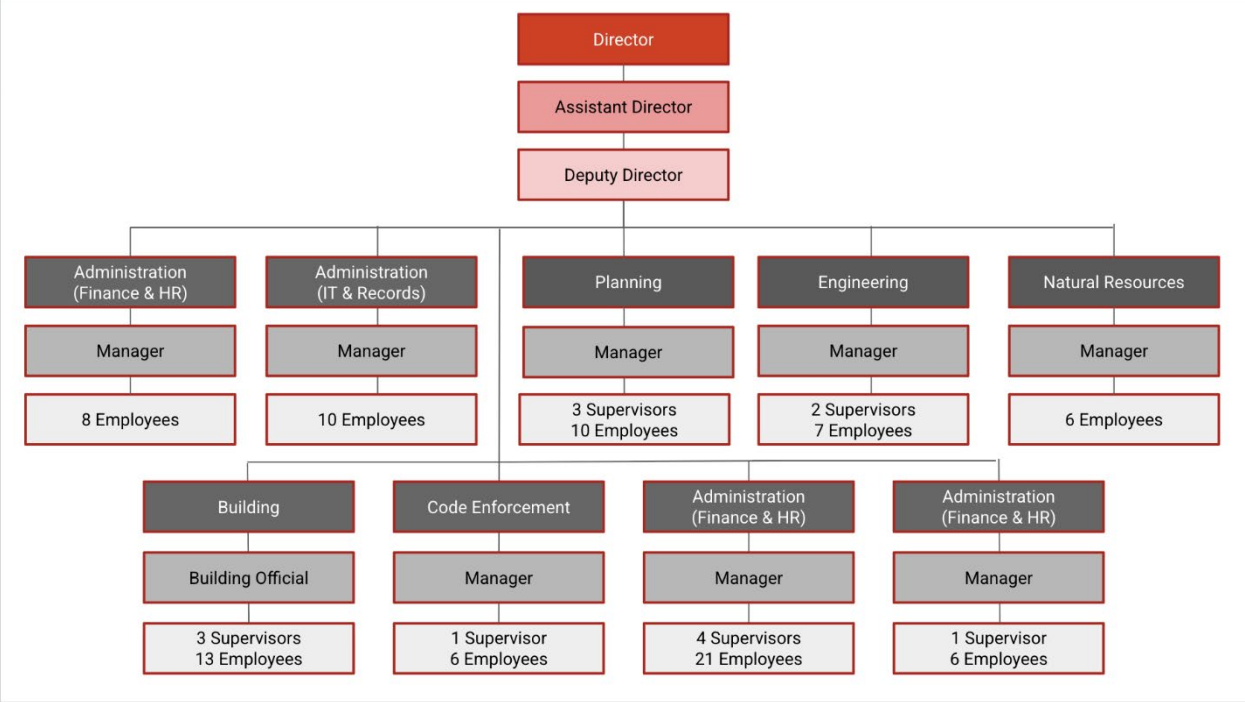
The Civil Grand Jury conducted a series of interviews with members of the Planning Commission and the Napa County Planning Department across multiple divisions. Interviews were held with representatives of local non-profit organizations to understand how the environmental community views the work of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

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

Discussion

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

Napa County Planning, Building, and Environmental Services Department



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

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

Permitting Process

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

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

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

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

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

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

Fees and Cost Recovery

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

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

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

Winery Permits and the Winery Database

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

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

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

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

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

Compliance and Inspections

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

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

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

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

Management

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

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

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

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

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

Findings

The Civil Grand Jury finds:

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

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

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

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

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

Recommendations

The Civil Grand Jury recommends:

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

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

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

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

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

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Required Responses

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

Appendix

Napa County Permitting Process Flow Charts

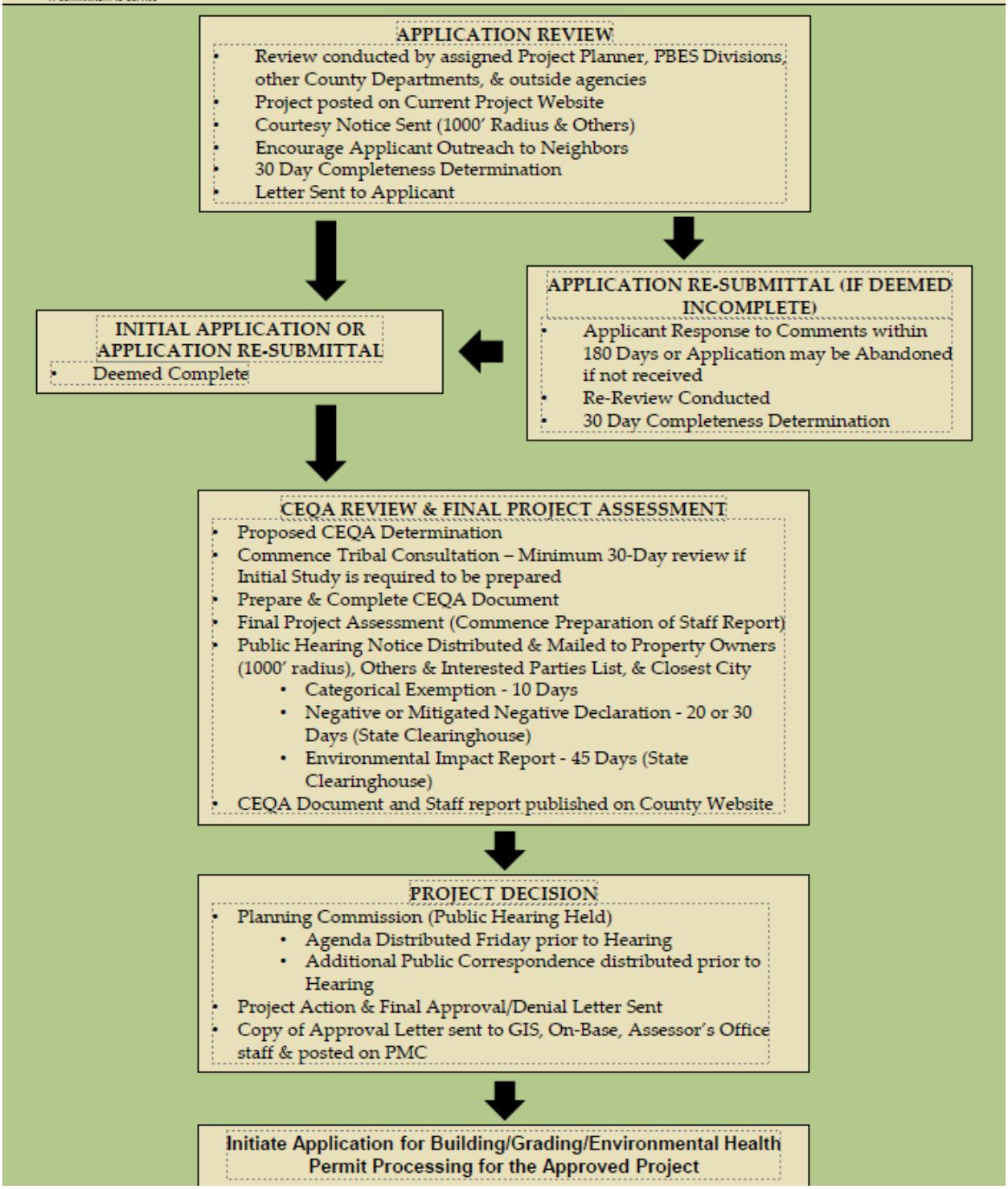
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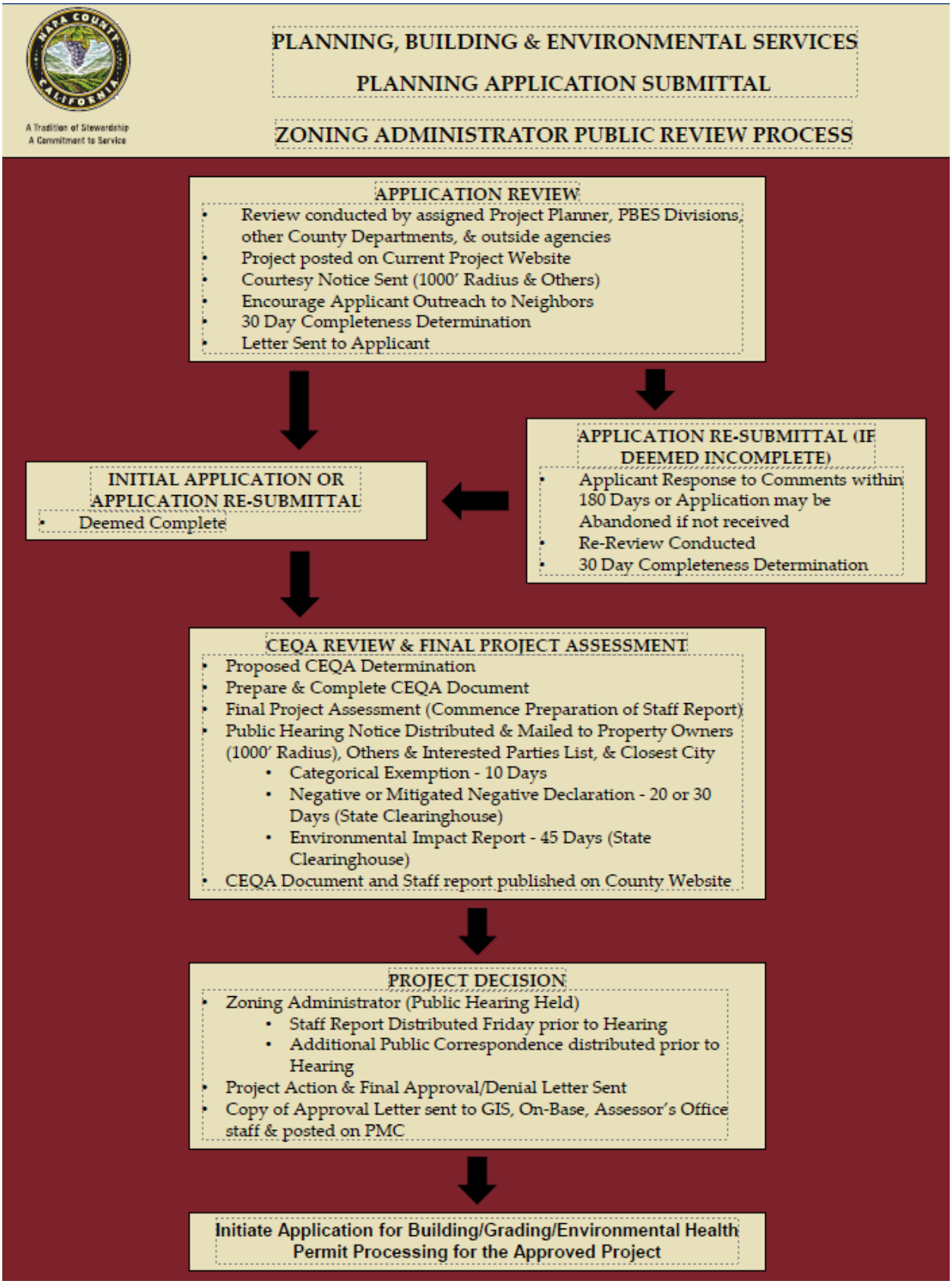
A Tradition of Stewardship
A Commitment to Service

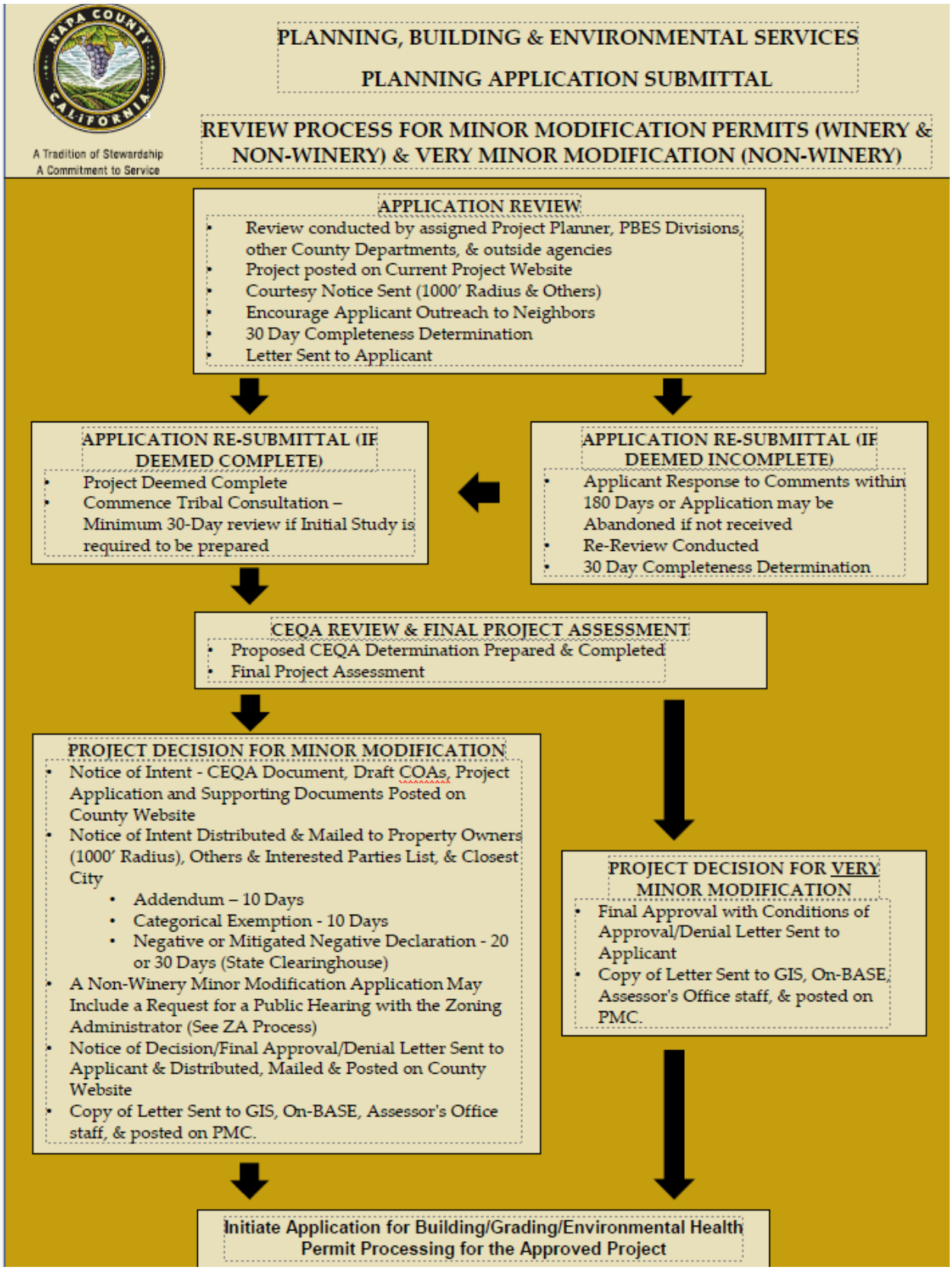
PLANNING, BUILDING & ENVIRONMENTAL SERVICES

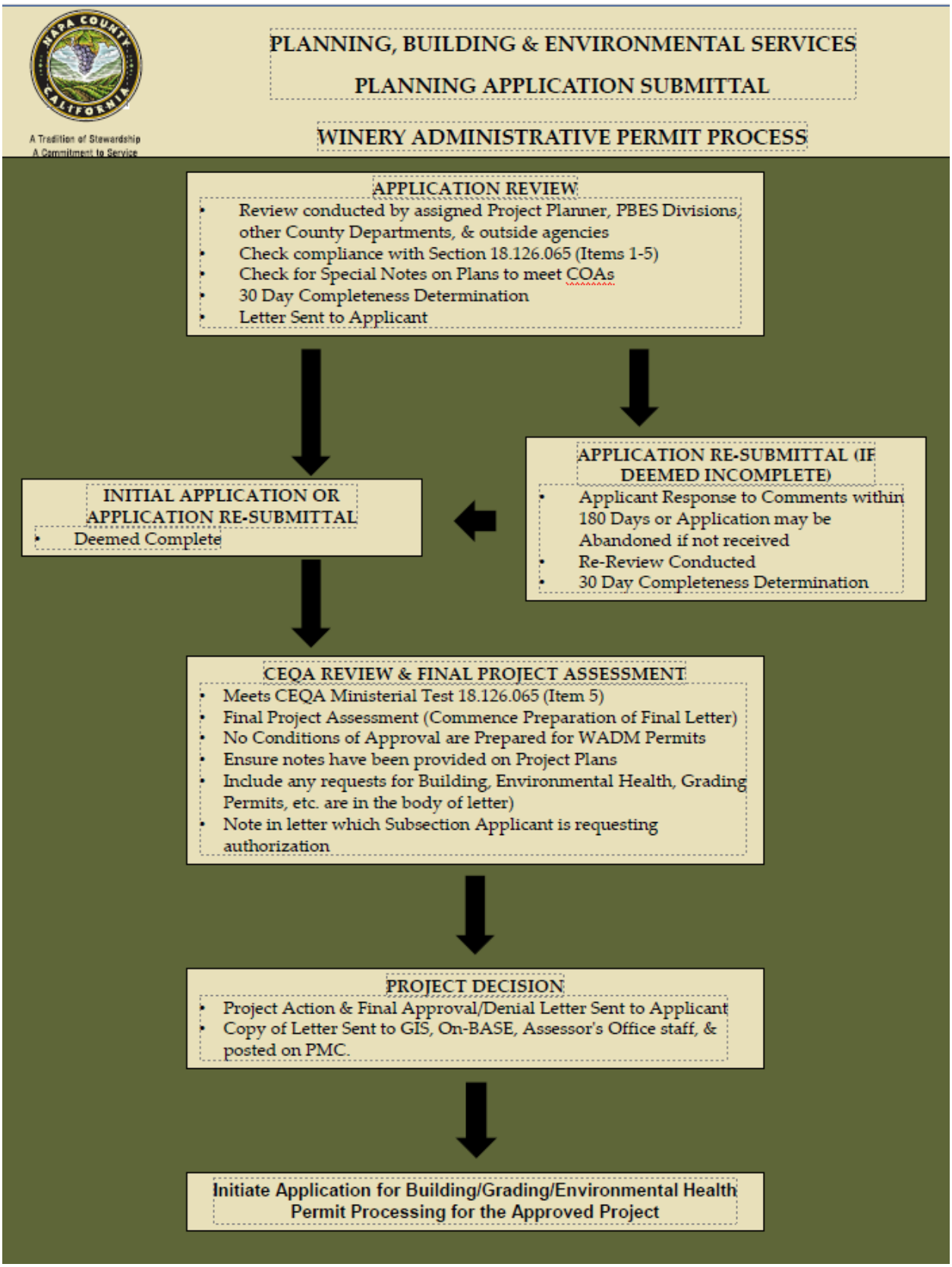
PLANNING APPLICATION SUBMITTAL

PLANNING COMMISSION PUBLIC REVIEW PROCESS




A Tradition of Stewardship
A Commitment to Service
PLANNING, BUILDING & ENVIRONMENTAL SERVICES
PLANNING APPLICATION SUBMITTAL
ZONING ADMINISTRATOR PUBLIC REVIEW PROCESS
APPLICATION REVIEW
Review conducted by assigned Project Planner, PBES Divisions, other County Departments, & outside agencies
Project posted on Current Project Website
Courtesy Notice Sent (1000' Radius & Others)
Encourage Applicant Outreach to Neighbors
30 Day Completeness Determination
Letter Sent to Applicant
APPLICATION RE-SUBMITTAL (IF DEEMED INCOMPLETE)
Applicant Response to Comments within 180 Days or Application may be Abandoned if not received
Re-Review Conducted
30 Day Completeness Determination
INITIAL APPLICATION OR APPLICATION RE-SUBMITTAL
Deemed Complete
CEQA REVIEW & FINAL PROJECT ASSESSMENT
Proposed CEQA Determination
Prepare & Complete CEQA Document
Final Project Assessment (Commence Preparation of Staff Report)
Public Hearing Notice Distributed & Mailed to Property Owners (1000' Radius), Others & Interested Parties List, & Closest City
Categorical Exemption - 10 Days
Negative or Mitigated Negative Declaration - 20 or 30 Days (State Clearinghouse)
Environmental Impact Report - 45 Days (State Clearinghouse)
CEQA Document and Staff report published on County Website
PROJECT DECISION
Zoning Administrator (Public Hearing Held)
Staff Report Distributed Friday prior to Hearing
Additional Public Correspondence distributed prior to Hearing
Project Action & Final Approval/Denial Letter Sent
Copy of Approval Letter sent to GIS, On-Base, Assessor's Office staff & posted on PMC
Initiate Application for Building/Grading/Environmental Health Permit Processing for the Approved Project


A Tradition of Stewardship
A Commitment to Service
PLANNING, BUILDING & ENVIRONMENTAL SERVICES
PLANNING APPLICATION SUBMITTAL
REVIEW PROCESS FOR MINOR MODIFICATION PERMITS (WINERY & NON-WINERY) & VERY MINOR MODIFICATION (NON-WINERY)
APPLICATION REVIEW
Review conducted by assigned Project Planner, PBES Divisions, other County Departments, & outside agencies
Project posted on Current Project Website
Courtesy Notice Sent (1000' Radius & Others)
Encourage Applicant Outreach to Neighbors
30 Day Completeness Determination
Letter Sent to Applicant
APPLICATION RE-SUBMITTAL (IF DEEMED COMPLETE)
Project Deemed Complete
Commence Tribal Consultation – Minimum 30-Day review if Initial Study is required to be prepared
APPLICATION RE-SUBMITTAL (IF DEEMED INCOMPLETE)
Applicant Response to Comments within 180 Days or Application may be Abandoned if not received
Re-Review Conducted
30 Day Completeness Determination
CEQA REVIEW & FINAL PROJECT ASSESSMENT
Proposed CEQA Determination Prepared & Completed
Final Project Assessment
PROJECT DECISION FOR MINOR MODIFICATION
Notice of Intent - CEQA Document, Draft COAs, Project Application and Supporting Documents Posted on County Website
Notice of Intent Distributed & Mailed to Property Owners (1000' Radius), Others & Interested Parties List, & Closest City
Addendum – 10 Days
Categorical Exemption - 10 Days
Negative or Mitigated Negative Declaration - 20 or 30 Days (State Clearinghouse)
A Non-Winery Minor Modification Application May Include a Request for a Public Hearing with the Zoning Administrator (See ZA Process)
Notice of Decision/Final Approval/Denial Letter Sent to Applicant & Distributed, Mailed & Posted on County Website
Copy of Letter Sent to GIS, On-BASE, Assessor's Office staff, & posted on PMC.
PROJECT DECISION FOR VERY MINOR MODIFICATION
Final Approval with Conditions of Approval/Denial Letter Sent to Applicant
Copy of Letter Sent to GIS, On-BASE, Assessor's Office staff, & posted on PMC.
Initiate Application for Building/Grading/Environmental Health Permit Processing for the Approved Project


A Tradition of Stewardship
A Commitment to Service
PLANNING, BUILDING & ENVIRONMENTAL SERVICES
PLANNING APPLICATION SUBMITTAL
WINERY ADMINISTRATIVE PERMIT PROCESS
APPLICATION REVIEW
Review conducted by assigned Project Planner, PBES Divisions, other County Departments, & outside agencies
Check compliance with Section 18.126.065 (Items 1-5)
Check for Special Notes on Plans to meet COAs
30 Day Completeness Determination
Letter Sent to Applicant
APPLICATION RE-SUBMITTAL (IF DEEMED INCOMPLETE)
Applicant Response to Comments within 180 Days or Application may be Abandoned if not received
Re-Review Conducted
30 Day Completeness Determination
INITIAL APPLICATION OR APPLICATION RE-SUBMITTAL
Deemed Complete
CEQA REVIEW & FINAL PROJECT ASSESSMENT
Meets CEQA Ministerial Test 18.126.065 (Item 5)
Final Project Assessment (Commence Preparation of Final Letter)
No Conditions of Approval are Prepared for WADM Permits
Ensure notes have been provided on Project Plans
Include any requests for Building, Environmental Health, Grading Permits, etc. are in the body of letter)
Note in letter which Subsection Applicant is requesting authorization
PROJECT DECISION
Project Action & Final Approval/Denial Letter Sent to Applicant
Copy of Letter Sent to GIS, On-BASE, Assessor's Office staff, & posted on PMC.
Initiate Application for Building/Grading/Environmental Health Permit Processing for the Approved Project

NAPA COUNTY
RESPONSES TO THE GRAND JURY REPORT:
Behind the Curtain: Napa County Use Permit Process
July 11, 2025
Revised: August 1, 2025

Introduction:

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

Background:

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

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

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

In the processing of development applications, the Planning Division works collaboratively across multiple divisions within PBES, including Engineering, Environmental Health, Code Compliance, and Building, as well as other departments such as Public Works, the County Fire Marshal's Office, and County Counsel. This collaborative, multi-disciplinary approach ensures a thorough and comprehensive

review of every application, considering a broad range of factors including infrastructure, public health and safety, environmental impact, and consistency with land use policies.

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

The Civil Grand Jury findings:

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

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

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

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

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

To put this in context, the average county cost for processing a new winery use permit (excluding micro-wineries) from January 1, 2023, to July 2, 2025, was $37,163. If an applicant holds a pre-application meeting with the Planning Division at a cost of $772, the total county cost to process the winery use

permit would be $37,935, with the pre-application in-office meeting accounting for only 2% of the total processing cost. The majority of costs borne by the applicant are non-county associated costs, including but not limited to consultants, land use attorneys, architects and designers, and licensed technical specialists for environmental review, such as biologists and hydrogeologists, as well as the subsequent costs associated with building materials and contractors to build out a new winery. The pre-application in-office meeting fee is a fraction of the overall cost associated with establishing a new winery. The pre-application meetings offer a valuable opportunity to clarify the application process, address potential issues early on, and align expectations; ultimately aiding to reduce the number of resubmittals and potentially lowering overall project costs and the number of application resubmittals.

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

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

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

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

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

- Define what it costs the County to provide the various fee-related services

- Determine whether there are any services where a fee should be collected
- Identify service areas where the County might adjust fees based on the full cost of services and other economic or policy considerations
- Develop revenue projections based on recommended increases (or decreases) to fees

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

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

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

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

The Winery Database was originally created to support cumulative impact analysis as outlined in Action Item AG/LU-10.1 of the 2008 Napa County General Plan. Its purpose was to track and provide summary information on increases in winery production capacity, marketing events, and other operational characteristics to ensure new and modified winery entitlements stayed within the 2030 projections estimated in the 2008 General Plan and related Environmental Impact Report (EIR). The purpose of the Database was not to serve as a real-time entitlement tracking system. However, over time, some community groups and wineries have started to rely on the database as a definitive source for entitlement information. This shift has led to the database being misused or even "weaponized" based on incomplete or inaccurate data, far beyond its original intent.

While the Winery Database provides valuable summary context for broad comparisons of winery operations, and though the County strives to maintain its accuracy, it was never intended to serve as a comprehensive record of individual winery entitlements. The database is primarily used by County staff for general reporting purposes at Planning Commission hearings, such as comparing proposed wineries with existing operations within specific geographic areas. It is not, nor was it intended to replace the official decision documents related to winery entitlements. Its misuse can result in confusion or misinterpretation of a winery's legal standing.

Given these issues, it is important for both community groups and wineries to understand the purpose and limitations of the Winery Database and avoid relying on it as a definitive source of entitlement

information. Instead, formal, established processes such as Status Determinations or official permit documents should be used to confirm the scope of any winery's entitlements.

In addition, to address this issue, the County has included a notice to users of the winery database on the GIS mapping program. The notice explains that the database is "a complex dataset" that is updated, maintained, and spot-checked for accuracy, but that it is not unusual to find errors. Users are directed to a dedicated email address for reporting possible errors. In addition, the notice directs users to the appropriate public information sources, i.e., the use permit records, to verify the information in the database. When the winery database is accessed at *explore.countyofnapa.org* and an individual attempts to view or download the information, the County currently provides the following disclaimer which reads in its entirety:

"The winery database is available to the public as open data. It is intended as an informational tool only. Winery rights and entitlements should be confirmed by reviewing their respective use permit and approval documents.

This GIS data is intended to provide a visual display of data for the user's convenience. Users of this data are hereby notified that the appropriate public primary information sources should be consulted for verification of the information. Although every reasonable effort has been made to assure the accuracy of this data, the County of Napa makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the data provided herein and explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The County of Napa assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused and assumes no liability for any decisions made or actions taken or not taken by the user of the data in reliance upon any information or data furnished hereunder. Because the GIS data provided is not warranted to be up-to-date, the user should check with the County staff for updated information."

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

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

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

thoroughly and objectively. Code Compliance staff work to uphold regulatory requirements while engaging respectfully with residents and businesses alike.

For wineries, compliance with local and state standards is closely monitored through the permitting and construction phases, but ongoing enforcement post-permitting and post-construction is more challenging in the absence of complaints or self-reporting of violations. Prior to 2015, the previous Board of Supervisors prioritized random winery audits. However, on March 24, 2015, the Board of Supervisors created the Agricultural Protection Advisory Committee (APAC), a 17-member committee tasked with developing recommendations regarding winery operations and zoning. As part of their many recommendations to the Board of Supervisors, APAC recommended the County "implement an annual self-certification reporting process, requiring a report to be submitted by the principal officer of each winery certifying the amount of wine produced, compliance with the 75% rule, as applicable, and compliance with all conditions of use permit approval. All data collected shall remain confidential to the extent allowed under the law" [Final Report, Agricultural Protection Advisory Committee (APAC)].

On September 16, 2015, these recommendations were presented to the Planning Commission. Of the 12 recommendations submitted by APAC, the Planning Commission forwarded nine, including the self-certification reporting program, to the Board of Supervisors for further consideration.

The Board reviewed those nine recommendations at its meeting on December 8, 2015, with the item continued to January 5, 2016, for further discussion. At that January meeting, the Board held an in-depth discussion on use permit compliance. Emphasizing a business-friendly approach, the Board acknowledged the uniqueness of use permit conditions based on project operations and site-specific constraints, noting differences in how permits were conditioned in the 1980s, 1990s, and 2000s.

Rather than codifying compliance standards in a formal ordinance, the Board directed staff to integrate them into the Code Compliance Policies and Procedures Manual. Updates were made under Section 9, Use Permits and General Guidelines for PBES Staff who Process Permits to Correct Violations. This approach would provide greater flexibility in interpreting diverse permit conditions and allow the County to adapt to changes in local or state regulations. Importantly, the Board also emphasized that compliance efforts should not be limited to wineries alone, but should apply to all use permits countywide.

Regarding winery-specific compliance, the Board accepted the recommendation for annual self-certification, but wanted enforcement efforts to prioritize critical areas such as life safety, production levels, and grape sourcing, rather than other operational components such as employee headcounts. The Board also identified the need for future discussions around winery visitation metrics, including methods for measuring visitation (e.g., headcounts, vehicle trips, or operational capacity), and expressed a desire to simplify and consolidate existing use permit conditions.

In December 2018, the Board implemented the Winery Code Compliance Program (Resolution 2018-164). The Compliance Program took a more collaborative approach to help wineries who were out of compliance with their existing entitlement, remedy and resolve their violations to ensure long-term regulatory compliance. Under the Winery Code Compliance Program, 47 wineries voluntarily enrolled, with 38 successfully reviewed and brought into compliance, while 9 remain pending as of July 2025.

The program, although taking longer than expected, emphasized education over penalties, aiming for long-term compliance by guiding wineries to understand and address entitlement inconsistencies. It allowed wineries to align with regulations in a manner that balanced their current and actual operations with environmental review and regulatory standards.

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

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

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

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

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

The suggestion that PBES operates without an effective management framework not only misrepresents the department’s operations but undermines the considerable efforts made to ensure high performance and service excellence. Such claims distract from the department’s ongoing dedication to meeting the

needs of the community, and we remain confident in the integrity and strength of our leadership and organizational structure while simultaneously striving for continuous reflection and improvement.

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

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

The Civil Grand Jury recommends:

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

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

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

While we appreciate the Grand Jury's interest in improving the use permit process, making pre-application meetings mandatory, and either folding their costs into the overall permit fee or offering them for free to applicants who do not proceed with a permit, is not a reasonable approach. This approach would require taxpayer-funded staff time to support private development interests, contradicts the County's long-standing policy of 80% cost recovery, which increased to 100% in January

2025. Under this policy, those who benefit from specialized services, such as private permit processing, are responsible for covering the associated costs rather than shifting that burden to the general public.

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

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

Pre-application meetings are a valuable tool in the development review process; however, they do not replace the need for applicants to perform their own due diligence, retain qualified professionals if needed for complicated development proposals, and submit complete, thorough, and technically sound

applications that meet all applicable federal, state, and local regulations. The County's standards for application completeness, technical documentation, and consistency with local, state, and federal regulations are clearly defined in publicly available materials and have been reinforced through staff guidance and public workshops. Over the past few years, PBES has implemented new and improved systems (e.g. electronic submittals and re-submittals, updated checklists, standard operating procedures, etc.), all aimed at increasing efficiencies and transparencies. Ultimately, the onus remains on applicants and the licensed professionals they retain to meet those standards.

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

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

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

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

Response: The recommendation has been implemented.

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

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

To support this objective, on October 10, 2022, the County Executive Office issued a formal request for proposals (RFP) to identify a qualified consultant to lead a comprehensive, county-wide fee study. The goal of the study was to provide a data-driven analysis of service delivery costs and to establish a fee schedule that is equitable, transparent, and legally defensible.

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

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

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

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

Response: The recommendation requires further analysis.

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

Over time, however, some community groups and wineries have come to utilize the database as a definitive source of entitlement information. In some cases, it has been misused or "weaponized" to challenge winery operations based on assumptions or incomplete data. This shift in use on the part of external users is inconsistent with the original policy direction of the Board of Supervisors and the purpose of the General Plan action item.

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

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

Under the "Government" tab on the County's website of www.countyofnapa.org/ is the "Open Napa County" menu with a variety of public records search links, which stores, retrieves, and manages digital documents in accordance with established retention schedules. These links enable the self-service of

digitized County documents in order to allow data sharing in an efficient and transparent manner. This repository archives for public access all agendas, agreements, minutes, ordinances, and resolutions of the Board of Supervisors. Additional links on this area of the County's webpage houses other documents from County Departments that have been successfully digitized, allowing members of the public the same ability as a county employee to access historical, definitive information. Through the utilization of this public records search, members of the public can access documents including but not limited to the County's Boards & Commissions, the Assessor-Recorder-County Clerk, Property Tax Look-up, Maps, Permit Searches, and Fictitious Business Name Search to name a few.

Specific to use permits and other documents related to Planning, Building, and Environmental Services, interested parties search can access publicly available documents at the PBES Public Records Search page located here: https://www.countyofnapa.org/2474/PBES-Public-Records-Search

Through the utilization of the PBES Public Records Search, any member of the public, whether a concerned citizen or winery owner, can access thousands of documents that have been digitized related to a winery's entitlement, approval letters, conditions of approval, staff reports and technical documents, Planning Commission minutes, and subsequent building permit records. This repository is not limited to winery records; it includes records of all permit types processed by Planning, Building, and Environmental Services.

For members of the public who are unsuccessful in accessing documents through the County's public records search, any member of the public can submit a Public Records Act Request per California Government Code § 6250–6276.48.

Meeting the Grand Jury's recommendation of updating and maintaining the winery database as the authoritative and trusted reference for permits in the County would, in effect, require County staff to conduct a Status Determination for every winery in Napa County, regardless of whether such a review has been formally requested, and without payment of the Board-adopted fees. A status determination for a use permit takes an average of 19.5 staff hours to complete. However, the time required can vary significantly, ranging from as little as 7.3 hours to as much as 79.5 hours, depending on the complexity and modification history of the use permit. For example, using the average of 19.5 hours to complete a single status determination, conducting determinations for 500 wineries would require approximately 9,750 staff hours. Based on a standard full-time workload of 2,080 hours per year, this equates to roughly 4.7 years of dedicated staff time to fully update or re-verify the winery database with accurate entitlement information. This would be a multi-year initiative requiring the redirection of existing staff from active application processing or the hiring of additional positions funded by General Fund dollars. In other words, the effort would place the cost of researching private property entitlements on taxpayers, despite the County already offering a formal process for exiting use permit holders to pursue this work at their discretion.

While effort is made to ensure the accuracy of the Winery Database, no dataset is entirely error-free, especially given the complexity of land use entitlements. It is important to note that the Winery Database is not a resource frequently utilized by Planning staff in day-to-day permit processing. Staff primarily reference it when compiling a Winery Comparison Chart for Planning Commission staff reports

to provide a broad context to the Commission, such as how a proposed winery's production or visitation numbers compare to existing operations within a 1-mile radius. This information serves as a tool to assist the Planning Commission in facilitating discussions when evaluating project proposals. However, its application is complicated by the varying standards under which wineries were established and operate (e.g., pre-Prohibition, pre-Zoning Code, pre-Winery Definition Ordinance, post-Winery Definition Ordinance, and applicable state and federal regulations). Currently winery proposals are subject to a host of state regulations that in many cases were not applied to older wineries. For example, new wineries are subject to current building and fire codes, which require greater energy standards and safety measures. Current wineries are also subject to water use restrictions, viewshed requirements, the State's Minimum Fire Safe Regulations, traffic demand management plans, GHG reduction requirements and related environmental protections, among others. This evolution of the regulatory playing field over time can result in an apples-to-oranges comparisons when applying operational characteristics of an older winery relative to a current proposal. Beyond this limited use of the Winery Database, it is not a resource used by County staff.

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

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

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

Response: The recommendation requires further analysis.

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

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

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

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

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

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

General Fund Allocation – The Board could fund new enforcement and monitoring positions directly using General Fund resources. This would require a clear identification of the program as a Board priority and a commitment to fund and sustain new Full-Time Equivalent (FTE) positions. Alternatively, in lieu of funding additional FTEs, the Board could direct staff to hire a consultant to review the winery database and create a new winery monitoring and annual reporting program.

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

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

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

To that end, on June 24, 2025, the current Board of Supervisors requested a future agenda item addressing several topics related to PBES. These included a general discussion of code compliance, a focused review of the Winery Code Compliance Program, and consideration of a potential sunset date for that program. This discussion is tentatively scheduled for the Board meeting on September 23, 2025, where the Board will receive an update, engage in a high-level policy discussion, accept input from stakeholders and other community members, and provide staff with direction regarding the potential termination of the current Winery Code Compliance Program, and the possible development of a future compliance or audit program.

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

Response: The recommendation has been [partially] implemented.

The Planning, Building, and Environmental Services Department remains committed to building a high-performing, mission-driven team dedicated to exceptional service to the community. In collaboration with the County's Human Resources division, the department follows a rigorous recruitment protocol focused on identifying qualified candidates who align with the department's values and service goals.

Following a period of long-standing leadership, the department has undergone significant transitions in both management and leadership roles. This change has brought renewed focus to cultivating a culture of accountability, transparency, and customer-oriented service delivery. Recognizing that organizational change can create challenges, PBES has made significant investments in leadership development and

organizational support through its ongoing partnership with The Centre for Organizational Effectiveness (TCFOE). These efforts have strengthened performance management, improved team dynamics, and supported the department's overall effectiveness.

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

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

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

Lastly, regarding the Grand Jury's comment of "family members and friends allegedly receiving preferential treatment and often working together in the same department", as previously noted, all recruitments are conducted in close coordination with Human Resources and subject to the County's hiring rules, including Policy 37H – Rule 6, Section 5 which states: *The employment of a member of any employee's immediate family within the same department shall only be permitted when (1) the related employees are not supervised by the same supervisor, and when (2) the course and nature of their work is independent and does not cause interaction or a close working relationship. An employee's immediate family shall be considered for this provision as spouse, child, mother, father, grandparent, or grandchild,*

brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or a corresponding step-relationship. Relatives of nonclassified employees shall not be employed in the same department as the nonclassified employees. The employment of relatives exclusion shall not apply to employees currently employed as of the date of adoption of this provision.

This policy has been in effect since 2005 and is adhered to in all PBES hiring decisions. In addition, the department partnered with Human Resources to develop a formal guidance document outlining clear and consistent expectations for situations where family members work within the department. The framework of this is intended to promote and reinforce fairness, transparency, and professionalism. The guidance document, which was distributed on August 1, 2025, to all employees who have relatives working in PBES, as well as their supervisors and managers, helps to ensure appropriate boundaries are maintained, potential conflicts of interests avoided, and that the department remains in full compliance with County Policy 37H, Rule 6, Section 5 – Employment of Relatives.

NAPA COUNTY
RESPONSES TO THE GRAND JURY REPORT:
Behind the Curtain: Napa County Use Permit Process
July 11, 2025
Revised: August 1, 2025

Introduction:

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

Background:

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

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

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

In the processing of development applications, the Planning Division works collaboratively across multiple divisions within PBES, including Engineering, Environmental Health, Code Compliance, and Building, as well as other departments such as Public Works, the County Fire Marshal's Office, and County Counsel. This collaborative, multi-disciplinary approach ensures a thorough and comprehensive

review of every application, considering a broad range of factors including infrastructure, public health and safety, environmental impact, and consistency with land use policies.

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

The Civil Grand Jury findings:

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

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

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

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

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

To put this in context, the average county cost for processing a new winery use permit (excluding micro-wineries) from January 1, 2023, to July 2, 2025, was $37,163. If an applicant holds a pre-application meeting with the Planning Division at a cost of $772, the total county cost to process the winery use

permit would be $37,935, with the pre-application in-office meeting accounting for only 2% of the total processing cost. The majority of costs borne by the applicant are non-county associated costs, including but not limited to consultants, land use attorneys, architects and designers, and licensed technical specialists for environmental review, such as biologists and hydrogeologists, as well as the subsequent costs associated with building materials and contractors to build out a new winery. The pre-application in-office meeting fee is a fraction of the overall cost associated with establishing a new winery. The pre-application meetings offer a valuable opportunity to clarify the application process, address potential issues early on, and align expectations; ultimately aiding to reduce the number of resubmittals and potentially lowering overall project costs and the number of application resubmittals.

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

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

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

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

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

- Define what it costs the County to provide the various fee-related services

- Determine whether there are any services where a fee should be collected
- Identify service areas where the County might adjust fees based on the full cost of services and other economic or policy considerations
- Develop revenue projections based on recommended increases (or decreases) to fees

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

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

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

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

The Winery Database was originally created to support cumulative impact analysis as outlined in Action Item AG/LU-10.1 of the 2008 Napa County General Plan. Its purpose was to track and provide summary information on increases in winery production capacity, marketing events, and other operational characteristics to ensure new and modified winery entitlements stayed within the 2030 projections estimated in the 2008 General Plan and related Environmental Impact Report (EIR). The purpose of the Database was ~~that could impact neighboring properties,~~ not to serve as a real-time entitlement tracking system. However, over time, some community groups and wineries have started to rely on the database as a definitive source for entitlement information. This shift has led to the database being misused or even "weaponized" ~~in ways it was never intended,~~ based on incomplete or inaccurate data, far beyond its original intent.

While the Winery Database provides valuable summary context for broad comparisons of winery operations, and though the County strives to ~~ensure the~~maintain its accuracy ~~of the information~~, it was ~~not~~ never intended to serve as a comprehensive record of individual winery entitlements. The database is primarily used by County staff for general reporting purposes at Planning Commission hearings, such as comparing proposed wineries with existing operations within specific geographic areas. It is not, nor was it intended to ~~be a~~ replace~~ment for~~ the official decision documents related to ~~records of~~ winery entitlements. Its misuse can result in confusion or misinterpretation of a winery's legal standing.

Given these issues, it is important for both community groups and wineries to understand the purpose and limitations of the Winery Database and avoid relying on it as a definitive source of entitlement

information. Instead, formal, established processes such as Status Determinations or official permit documents should be used to confirm the scope of any winery's entitlements.

In addition, to address this issue, the County has included a notice to users of the winery database on the GIS mapping program. The notice explains that the database is "a complex dataset" that is updated, maintained, and spot-checked for accuracy, but that it is not unusual to find errors. Users are directed to a dedicated email address for reporting possible errors. In addition, the notice directs users to the appropriate public information sources, i.e., the use permit records, to verify the information in the database. When the winery database is accessed at *explore.countyofnapa.org* and an individual attempts to view or download the information, the County currently provides the following disclaimer which reads in its entirety:

"The winery database is available to the public as open data. It is intended as an informational tool only. Winery rights and entitlements should be confirmed by reviewing their respective use permit and approval documents.

This GIS data is intended to provide a visual display of data for the user's convenience. Users of this data are hereby notified that the appropriate public primary information sources should be consulted for verification of the information. Although every reasonable effort has been made to assure the accuracy of this data, the County of Napa makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the data provided herein and explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The County of Napa assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused and assumes no liability for any decisions made or actions taken or not taken by the user of the data in reliance upon any information or data furnished hereunder. Because the GIS data provided is not warranted to be up-to-date, the user should check with the County staff for updated information."

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

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

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

thoroughly and objectively. Code Compliance staff work to uphold regulatory requirements while engaging respectfully with residents and businesses alike.

For wineries, compliance with local and state standards is closely monitored through the permitting and construction phases, but ongoing enforcement post-permitting and post-construction is more challenging in the absence of complaints or self-reporting of violations. Prior to 2015, the previous Board of Supervisors prioritized random winery audits. However, on March 24, 2015, the Board of Supervisors created the Agricultural Protection Advisory Committee (APAC), a 17-member committee tasked with developing recommendations regarding winery operations and zoning. As part of their many recommendations to the Board of Supervisors, APAC recommended the County "implement an annual self-certification reporting process, requiring a report to be submitted by the principal officer of each winery certifying the amount of wine produced, compliance with the 75% rule, as applicable, and compliance with all conditions of use permit approval. All data collected shall remain confidential to the extent allowed under the law" [Final Report, Agricultural Protection Advisory Committee (APAC)].

On September 16, 2015, these recommendations were presented to the Planning Commission. Of the 12 recommendations submitted by APAC, the Planning Commission forwarded nine, including the self-certification reporting program, to the Board of Supervisors for further consideration.

The Board reviewed those nine recommendations at its meeting on December 8, 2015, with the item continued to January 5, 2016, for further discussion. At that January meeting, the Board held an in-depth discussion on use permit compliance. Emphasizing a business-friendly approach, the Board acknowledged the uniqueness of use permit conditions based on project operations and site-specific constraints, noting differences in how permits were conditioned in the 1980s, 1990s, and 2000s.

Rather than codifying compliance standards in a formal ordinance, the Board directed staff to integrate them into the Code Compliance Policies and Procedures Manual. Updates were made under Section 9, Use Permits and General Guidelines for PBES Staff who Process Permits to Correct Violations. This approach would provide greater flexibility in interpreting diverse permit conditions and allow the County to adapt to changes in local or state regulations. Importantly, the Board also emphasized that compliance efforts should not be limited to wineries alone, but should apply to all use permits countywide.

Regarding winery-specific compliance, the Board accepted the recommendation for annual self-certification, but wanted enforcement efforts to prioritize critical areas such as life safety, production levels, and grape sourcing, rather than other operational components such as employee headcounts. The Board also identified the need for future discussions around winery visitation metrics, including methods for measuring visitation (e.g., headcounts, vehicle trips, or operational capacity), and expressed a desire to simplify and consolidate existing use permit conditions.

In December 2018, the Board implemented the Winery Code Compliance Program (Resolution 2018-164). The Compliance Program took a more collaborative approach to help wineries who were out of compliance with their existing entitlement, remedy and resolve their violations to ensure long-term regulatory compliance. Under the Winery Code Compliance Program, 47 wineries voluntarily enrolled, with 38 successfully reviewed and brought into compliance, while 9 remain pending as of July 2025.

The program, although taking longer than expected, emphasized education over penalties, aiming for long-term compliance by guiding wineries to understand and address entitlement inconsistencies. It allowed wineries to align with regulations in a manner that balanced their current and actual operations with environmental review and regulatory standards.

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

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

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

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

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

The suggestion that PBES operates without an effective management framework not only misrepresents the department’s operations but undermines the considerable efforts made to ensure high performance and service excellence. Such claims distract from the department’s ongoing dedication to meeting the

needs of the community, and we remain confident in the integrity and strength of our leadership and organizational structure while simultaneously striving for continuous reflection and improvement.

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

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

The Civil Grand Jury recommends:

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

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

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

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

as private permit processing, are responsible for covering the associated costs rather than shifting that burden to the general public.

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

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

Pre-application meetings are a valuable tool in the development review process; however, they do not replace the need for applicants to perform their own due diligence, retain qualified professionals if needed for complicated development proposals, and submit complete, thorough, and technically sound

applications that meet all applicable federal, state, and local regulations. The County's standards for application completeness, technical documentation, and consistency with local, state, and federal regulations are clearly defined in publicly available materials and have been reinforced through staff guidance and public workshops. Over the past few years, PBES has implemented new and improved systems (e.g. electronic submittals and re-submittals, updated checklists, standard operating procedures, etc.), all aimed at increasing efficiencies and transparencies. Ultimately, the onus remains on applicants and the licensed professionals they retain to meet those standards.

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

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

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

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

Response: The recommendation has been implemented.

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

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

To support this objective, on October 10, 2022, the County Executive Office issued a formal request for proposals (RFP) to identify a qualified consultant to lead a comprehensive, county-wide fee study. The goal of the study was to provide a data-driven analysis of service delivery costs and to establish a fee schedule that is equitable, transparent, and legally defensible.

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

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

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

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

Response: The recommendation requires further analysis. ~~The recommendation will not be implemented because it is not warranted or is not reasonable.~~

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

Over time, however, some community groups and wineries have come to utilize the database as a definitive source of entitlement information. In some cases, it has been misused or "weaponized" to challenge winery operations based on assumptions or incomplete data. This shift in use on the part of external users is inconsistent with the original policy direction of the Board of Supervisors and the purpose of the General Plan action item.

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

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

Under the "Government" tab on the County's website of www.countyofnapa.org/ is the "Open Napa County" menu with a variety of public records search links, which stores, retrieves, and manages digital

documents in accordance with established retention schedules. These links enable the self-service of digitized County documents in order to allow data sharing in an efficient and transparent manner. This repository archives for public access all agendas, agreements, minutes, ordinances, and resolutions of the Board of Supervisors. Additional links on this area of the County's webpage houses other documents from County Departments that have been successfully digitized, allowing members of the public the same ability as a county employee to access historical, definitive information. Through the utilization of this public records search, members of the public can access documents including but not limited to the County's Boards & Commissions, the Assessor-Recorder-County Clerk, Property Tax Look-up, Maps, Permit Searches, and Fictitious Business Name Search to name a few.

Specific to use permits and other documents related to Planning, Building, and Environmental Services, interested parties search can access publicly available documents at the PBES Public Records Search page located here: https://www.countyofnapa.org/2474/PBES-Public-Records-Search

Through the utilization of the PBES Public Records Search, any member of the public, whether a concerned citizen or winery owner, can access thousands of documents that have been digitized related to a winery's entitlement, approval letters, conditions of approval, staff reports and technical documents, Planning Commission minutes, and subsequent building permit records. This repository is not limited to winery records; it includes records of all permit types processed by Planning, Building, and Environmental Services.

For members of the public who are unsuccessful in accessing documents through the County's public records search, any member of the public can submit a Public Records Act Request per California Government Code § 6250–6276.48.

Meeting the Grand Jury's recommendation of updating and maintaining the winery database as the authoritative and trusted reference for permits in the County would, in effect, require County staff to conduct a Status Determination for every winery in Napa County, regardless of whether such a review has been formally requested, and without payment of the Board-adopted fees. A status determination for a use permit takes an average of 19.5 staff hours to complete. However, the time required can vary significantly, ranging from as little as 7.3 hours to as much as 79.5 hours, depending on the complexity and modification history of the use permit. For example, using the average of 19.5 hours to complete a single status determination, conducting determinations for 500 wineries would require approximately 9,750 staff hours. Based on a standard full-time workload of 2,080 hours per year, this equates to roughly 4.7 years of dedicated staff time to fully update or re-verify the winery database with accurate entitlement information. This would be a multi-year initiative requiring the redirection of existing staff from active application processing or the hiring of additional positions funded by General Fund dollars. In other words, the effort would place the cost of researching private property entitlements on taxpayers, despite the County already offering a formal process for ~~applicants~~ exiting use permit holders to pursue this work at their discretion.

While effort is made to ensure the accuracy of the Winery Database, no dataset is entirely error-free, especially given the complexity of land use entitlements. It is important to note that the Winery Database is not a resource frequently utilized by Planning staff in day-to-day permit processing. Staff

primarily reference it when compiling a Winery Comparison Chart for Planning Commission staff reports to provide a broad context to the Commission, such as how a proposed winery's production or visitation numbers compare to existing operations within a 1-mile radius. This information serves as a tool to assist the Planning Commission in facilitating discussions when evaluating project proposals. However, its application is complicated by the varying standards under which wineries were established and operate (e.g., pre-Prohibition, pre-Zoning Code, pre-Winery Definition Ordinance, ~~and~~ post-Winery Definition Ordinance, and applicable state and federal regulations). Currently winery proposals are subject to a host of state regulations that in many cases were not applied to older wineries. For example, new wineries are subject to current building and fire codes, which require greater energy standards and safety measures. Current wineries are also subject to water use restrictions, viewshed requirements, the State's Minimum Fire Safe Regulations, traffic demand management plans, GHG reduction requirements and related environmental protections, among others. This evolution of the regulatory playing field over time can result in an apples-to-oranges comparisons when applying operational characteristics of an older winery relative to a current proposal. Beyond this limited use of the Winery Database, it is not a resource used by County staff.

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

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

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

Response: The recommendation requires further analysis.

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

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

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

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

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

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

General Fund Allocation – The Board could fund new enforcement and monitoring positions directly using General Fund resources. This would require a clear identification of the program as a Board priority and a commitment to fund and sustain new Full-Time Equivalent (FTE) positions. Alternatively, in lieu of funding additional FTEs, the Board could direct staff to hire a consultant to review the winery database and create a new winery monitoring and annual reporting program.

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

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

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

To that end, on June 24, 2025, the current Board of Supervisors requested a future agenda item addressing several topics related to PBES. These included a general discussion of code compliance, a focused review of the Winery Code Compliance Program, and consideration of a potential sunset date for that program. This discussion is tentatively scheduled for the Board meeting on September 23, 2025, where the Board will receive an update, engage in a high-level policy discussion, accept input from stakeholders and other community members, and provide staff with direction regarding the potential termination of the current Winery Code Compliance Program, and the possible development of a future compliance or audit program.

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

Response: The recommendation has been [partially] implemented.

The Planning, Building, and Environmental Services Department remains committed to building a high-performing, mission-driven team dedicated to exceptional service to the community. In collaboration with the County's Human Resources division, the department follows a rigorous recruitment protocol focused on identifying qualified candidates who align with the department's values and service goals.

Following a period of long-standing leadership, the department has undergone significant transitions in both management and leadership roles. This change has brought renewed focus to cultivating a culture of accountability, transparency, and customer-oriented service delivery. Recognizing that organizational change can create challenges, PBES has made significant investments in leadership development and

organizational support through its ongoing partnership with The Centre for Organizational Effectiveness (TCFOE). These efforts have strengthened performance management, improved team dynamics, and supported the department's overall effectiveness.

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

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

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

Lastly, regarding the Grand Jury's comment of "family members and friends allegedly receiving preferential treatment and often working together in the same department", as previously noted, all recruitments are conducted in close coordination with Human Resources and subject to the County's hiring rules, including Policy 37H – Rule 6, Section 5 which states: *The employment of a member of any employee's immediate family within the same department shall only be permitted when (1) the related employees are not supervised by the same supervisor, and when (2) the course and nature of their work is independent and does not cause interaction or a close working relationship. An employee's immediate family shall be considered for this provision as spouse, child, mother, father, grandparent, or grandchild,*

brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or a corresponding step-relationship. Relatives of nonclassified employees shall not be employed in the same department as the nonclassified employees. The employment of relatives exclusion shall not apply to employees currently employed as of the date of adoption of this provision.

This policy has been in effect since 2005 and is adhered to in all PBES hiring decisions. ~~In addition, the department is developing a formal guidance document for employees to clarify expectations for family member employment. As of July 11, 2025, this document has been submitted to Human Resources for review and feedback.~~In addition, the department partnered with Human Resources to develop a formal guidance document outlining clear and consistent expectations for situations where family members work within the department. The framework of this is intended to promote and reinforce fairness, transparency, and professionalism. The guidance document, which was distributed on August 1, 2025, to all employees who have relatives working in PBES, as well as their supervisors and managers, helps to ensure appropriate boundaries are maintained, potential conflicts of interests avoided, and that the department remains in full compliance with County Policy 37H, Rule 6, Section 5 – Employment of Relatives.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1459

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference With Labor Negotiators

RECOMMENDATION

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

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/19/2025 | **File ID #:** 25-1504

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section

54956.9(d)(2): Claim of Circle Oaks Homes Assoc. received July 24, 2025; Claim of Darrel W. Harris received July 17, 2025; Claim of Thomas Falcon received July 14, 2025; and Claim of Christian W. Brix received July 25, 2025 (total 4 claims).

MH 7/25/2025

RECEIVED
JUL 25 2025
NAPA COUNTY
CLERK OF THE BOARD

A Tradition of Stewardship
A Commitment to Service

CLAIM AGAINST THE COUNTY OF NAPA NO.

For Clerk's Use Only

California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.

1. Name and address of Claimant

First Name	MI	Last Name
Christian	W	Brix

Street Address: 40 Ridgecrest Drive

City: Napa State: CA Zip Code: 94558

[redacted]

Telephone Numbers

Home: [redacted]

Business: [redacted]

Cellular: [redacted]

2. Mailing address to which notices from the County are to be directed

Christian Brix

Street Address: 40 Ridgecrest Drive

City: Napa State: CA Zip Code: 94558

3. Incident Information

Date of Incident:	Time of Incident:	Location of Incident:
Feb 4 2025	6pm	Ridgecrest Drive, Napa, CA, 94558

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

4. Description of incident or accident including your reason for believing the County is liable for your damages

On the above date, a landslip occurred adjacent to my property located at 40 Ridgecrest Drive, and I was told by public works to evacuate my home .

This event caused significant damage to the property as outlined below. I believe this damage was caused or exacerbated by excessive and unabated water discharge from the Country drainage system onto the slope above my house, that subsequently slipped. Consequently, I believe the County of Napa is liable for the below damages due to it's failure to properly manage storm surface water runoff.

Please see attachment to this document

5. Description of all damages which you believe that you have incurred as a result of the incident

As a result of the incident, I have or expect to sustain damages including but not limited to:

Fees - geotech to review retaining wall specs - $3,500, and legal costs - $3,000 (incurred to date)

Materials to protect the slide area from further rain (inc. plastic sheeting, sandbags) - $400

Damages from loss of property value - tbc, pending road/hill repair by qualified property accessor

6. The name or names of any County employees causing damages that you are claiming

Napa County Public Works Department

7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.

As above

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☑ no

8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?

If a lawsuit has already been filed, please enter the date of the judgment against you: N/A

9. State the names and address of any witnesses to this incident

First Name MI Last Name

See attached

Street Address

City State Zip Code

10. Law Enforcement Information

Was local law enforcement contacted? ☑ yes ☐ no

If yes, Report # n/A **(Attach copy of report if available)**

I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.

Signature of Claimant **(Original Signature Required)**

Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559

ATTACHMENT TO CLAIM AGAINST THE COUNTY OF NAPA
ATTACHMENT – SECTION 1 – Claimants
Christian William Brix,
40 Ridgecrest Dr,
Napa, CA 94558

ATTACHMENT - SECTION 3 – Location of Incident

2/4/2025 Evening- major rain event caused a landslide between Ridgecrest Drive and Circle Oaks Drive, North to South, and 40-50 Ridgecrest, East to West, affecting the Homeowners Association's open space and the area behind 307 Circle Oaks.

Pictures of incident:



ATTACHMENT – SECTION 4 – Description of incident or accident including your reason for believing the County is liable for your damages
Continued:
Basis for Liability

Napa County is liable due to illegally draining their storm water onto private property without permission, omissions, and deliberate failure to maintain and reroute stormwater discharge infrastructure.

The County refused to take immediate mitigation efforts, despite multiple urgent warnings, and instead directed County staff to clear the storm drain inlet thereby increasing water discharge while it was raining.

The County further failed to comply with its stormwater management responsibilities, including proper design and maintenance of drainage systems. Napa County is obligated to manage runoff to prevent pollution and flooding under NPDES permit guidelines and failed to do so.

The County's refusal to act violates Government Code §835 (dangerous condition),§815.6 (mandatory duty), and the Clean Water Act. Discovery is ongoing and Claimant reserves the right to supplement this list.

ATTACHMENT – SECTION 9 – Witnesses to the incident
Continued:

Patrick Ryan, Assistant Director
Planning, Building & Environmental Services
1195 Third Street
Napa, CA 94559

- HOA Board Members who observed drainage overflow and site deterioration.
- Pridmore Construction – has bid reroute solution, slide mitigation on our subject property and observed conditions.
- KC Engineering Geologist has also observed the slide and is the original geologist of record so understands the soil profiles and has recommended a repair for slide that is on our property.
- Neighbors at 307 Circle Oaks Dr and 50 Ridgecrest Drive – also affected by water discharge.

Discovery is ongoing and Claimant reserves the right to supplement this list.

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CLAIM AGAINST THE COUNTY OF NAPA NO. JUL 24 2025 PC

For Clerk's Use Only

NAPA COUNTY
CLERK OF THE BOARD

California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.

1. Name and address of Claimant

First Name MI Last Name
Circle Oaks Homes Assoc.

Street Address
235 Montgomery Street, Suite 935

City State Zip Code
San Francisco **CA** **94104**

e-mail
[redacted]

Telephone Numbers
Home

Business
[redacted]

Cellular

2. Mailing address to which notices from the County are to be directed

c/o Maria Kao, Esq.

[redacted]

Street Address
Briscoe, Prows, Kao, et al., 235 Montgomery Street, Suite 935

City State Zip Code
San Francisco **CA** **94104**

3. Incident Information

Date of Incident: **2/4/2015**

Time of Incident: **Evening**

Location of Incident: **SEE ATTACHMENT 1.**

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

4. Description of incident or accident including your reason for believing the County is liable for your damages

SEE ATTACHMENT 1.

5. Description of all damages which you believe that you have incurred as a result of the incident

SEE ATTACHMENT 1.

6. The name or names of any County employees causing damages that you are claiming

County of Napa.

7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.

Damages are potentially in excess of $2 million based on damages, and claims asserted against Association by owner of 307 Circle Oaks Drive, Napa, CA 94558 for damages, which include claims for structual damages, water intrusion, and damages to landscaping and loss of use of 307 Circle Oaks.

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☑ no

8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?

If a lawsuit has already been filed, please enter the date of the judgment against you: _____

9. State the names and address of any witnesses to this incident

First Name	MI	Last Name
Thomas		**Falcon**

Street Address: **307 Circle Oaks Drive**

City	State	Zip Code
Napa	**CA**	**94558**

10. Law Enforcement Information

Was local law enforcement contacted? ☐ yes ☑ no

If yes, Report # _____ **(Attach copy of report if available)**

I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.

Signature of Claimant **(Original Signature Required)**

Briscoe Prows Kao Ivester & Bazel LLP
Attorneys for Circle Oaks Homeowners Association

July 22, 2025
Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559

ATTACHMENT 1 TO CLAIM AGAINST COUNTY OF NAPA

Section 1 – Claimant

The claimant is Circle Oaks Home Association ("Association"), a California nonprofit mutual benefit corporation.

Section 3 – Location of Incident

A landslide occurred between Ridgecrest Drive and Circle Oaks Drive, North to South, and 40-50 Ridgecrest, East to West, affecting the Association's open space.

Section 4 – Description of incident

During a period of heavy rainfall and storm activity, stormwater runoff originating from County-managed property, roadways, drainage systems, or rights-of-way was discharged onto the Association's property and the neighboring property located at 307 Circle Oaks Drive, Napa, CA 94558. The storm water runoff was not adequately diverted away from neighboring properties or managed by Napa County infrastructure. The County also failed to maintain drains or design proper drainage systems to protect properties located downstream of the County-managed property. The discharge of water has caused damage to property, landscaping, and structural components of neighboring properties including Association's common area.

Napa County is liable due to its gross negligence, from illegally draining their storm water onto private property without permission, and deliberate failure to maintain and reroute stormwater discharge infrastructure, despite repeated warnings and clear notice of ongoing damage. County staff increased flow during active storm conditions by clearing the drain inlet without diversion, exacerbating slope saturation and worsening the catastrophic slide on February 4, 2025. The County's denial of responsibility is contradicted by its own actions, including continued maintenance of the storm drain system for decades and its failure to comply with California drainage laws and federal NPDES stormwater discharge requirements. This constitutes both a dangerous condition of public property (Gov. Code §835) and actionable inverse condemnation.

The County refused to take sufficient or proper efforts to mitigate the stormwater runoff, despite multiple urgent warnings. Instead, County staff was directed to clear the storm drain inlet, which increased storm water runoff to discharge during the storm event. The County further failed to comply with its stormwater management responsibilities, including proper design and maintenance of drainage systems. Napa County is obligated to manage runoff to prevent pollution and flooding under NPDES permit guidelines and failed to do so.

The County knowingly increased flow through its drainage system during active storm events by directing staff to clear clogged drains while it was raining, causing surging flow and slope saturation. The County's refusal to act violates Government Code §835 (dangerous condition), §815.6 (mandatory duty), and the Clean Water Act. Claimant reserves the right to supplement this list.

876

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CLAIM AGAINST THE COUNTY OF NAPA NO. _____

For Clerk's Use Only

California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.

1. Name and address of Claimant SEE ATTACHED FOR ADDITIONAL CLAIMANTS

RECEIVED
JUL 14 2025
NAPA COUNTY
CLERK OF THE BOARD
@ 2:21pm

First Name	MI	Last Name	Telephone Numbers
Thomas		Falcon	Home:
Street Address			Business:
307 Circle Oaks Drive			
City	State	Zip Code	Cellular: [redacted]
Napa	CA	94558	

e-mail: [redacted]

2. Mailing address to which notices from the County are to be directed

c/o Katharine Falace

[redacted]

Street Address: Buchalter, 1230 Pine Street

City: St. Helena | State: CA | Zip Code: 94574

3. Incident Information

Date of Incident:	Time of Incident:	Location of Incident:
2/4/2025	Evening	See Attachment for Location of Incident

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

4. Description of incident or accident including your reason for believing the County is liable for your damages

Circumstances: During a period of heavy rainfall and storm activity, water and storm runoff originating from County-managed property, roadways, drainage systems, or rights-of-way discharged onto Mr. Falcon's property, causing severe erosion of the hillside, damage to the structural integrity of the residence, and destruction of landscaping and retaining features. The runoff was not adequately diverted or managed by Napa County infrastructure, and the County failed to maintain or design proper drainage facilities to protect downstream properties. Continued on Attachment.

5. Description of all damages which you believe that you have incurred as a result of the incident

The damage includes, but is not limited to:

(1) Severe erosion of the hillside adjacent to the residence; (2) Undermining of structural foundations and retaining walls; (3) Water intrustion and related damage to the residence; (4) Destruction of landscape features and loss of vegetation; (5) Soil instability and increased risk of future slope failure; (6) Loss of use and value of $1.8 million custom home; Continued on Attachment

6. The name or names of any County employees causing damages that you are claiming

County of Napa

7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.

Estimated current property and personal damages exceed $2,000,000, including structrual losses, personal injury, and loss of value, with continuing daily financial harm. This claim is not a limited civil case.

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☑ no

8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?

If a lawsuit has already been filed, please enter the date of the judgment against you: **N/A**

9. State the names and address of any witnesses to this incident - Continued on Attachment.

First Name	MI	Last Name
Steven		**Lederer**

Street Address

Director of Public Works, 1195 Third Street

City	State	Zip Code
Napa	**CA**	**94559**

10. Law Enforcement Information

Was local law enforcement contacted? ☐ yes ☑ no

If yes, Report # _____ **(Attach copy of report if available)**

I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.

Signature of Claimant **(Original Signature Required)**

2/11/2025
Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559

ATTACHMENT TO CLAIM AGAINST THE COUNTY OF NAPA

ATTACHMENT – SECTION 1 – Claimants

Circle Oaks V, LLC (Thomas Falcon, Managing Member)

Michael Carlson
307 Circle Oaks Drive
Napa, CA 94558

ATTACHMENT - SECTION 3 – Location of Incident

2/4/2025 Evening- major rain event caused a landslide between Ridgecrest Drive and Circle Oaks Drive, North to South, and 40-50 Ridgecrest, East to West, affecting the Home Owners Association's open space and the area behind 307 Circle Oaks.

ATTACHMENT – SECTION 4 – Description of incident or accident including your reason for believing the County is liable for your damages

Continued:

Basis for Liability

Napa County is liable due to its gross negligence, from illegally draining their storm water onto private property without permission, omissions, and deliberate failure to maintain and reroute stormwater discharge infrastructure, despite repeated warnings and clear notice of ongoing damage. County staff increased flow during active storm conditions by clearing the drain inlet without diversion, exacerbating slope saturation and worsening the catastrophic slide on February 4, 2025. The County's denial of responsibility is contradicted by its own actions, including continued maintenance of the storm drain system for decades and its failure to comply with California drainage laws and federal NPDES stormwater discharge requirements. This constitutes both a dangerous condition of public property (Gov. Code §835) and actionable inverse condemnation.

The County refused to take immediate mitigation efforts, despite multiple urgent warnings, and instead directed County staff to clear the storm drain inlet thereby increasing water discharge while it was raining. The County further failed to comply with its stormwater management responsibilities, including proper design and maintenance of drainage systems. Napa County is obligated to manage runoff to prevent pollution and flooding under NPDES permit guidelines and failed to do so.

Instead, the County knowingly increased flow through the system during active storms by directing staff to clear clogged drains while it was raining, causing surging flow and slope saturation. The County's refusal to act violates Government Code §835 (dangerous condition), §815.6 (mandatory duty), and the Clean Water Act. Discovery is ongoing and Claimant reserves the right to supplement this list.

ATTACHMENT – SECTION 5 – Description of all damages which you believe that you have incurred as a result of the incident.

Continued:

7) $200K–$300K in prior damages from earlier (October 2021) event caused by same system.
8) Monthly $6,000+ carrying costs and inability to sell or occupy the home.
9) Personal injury (left knee) from unmarked road hazard caused by negligent patching.

Damages include the loss of use of a $1.8 million custom home rendered unsalable by County-caused landslide; between $200,000–$300,000 in earlier damages from a similar October 2021 flood event tied to the same storm system; more than $6,000 in monthly financial losses; personal injury to the claimant's knee caused by a dangerous, unmarked crevasse in the road negligently covered with unsecured plastic sheeting.

The County is currently requiring the claimant to submit a new grading application simply to repair slope instability caused by the County's own negligence—despite the repair being entirely within the claimant's property boundary. This includes forcing the claimant to submit engineering plans, pay permit and inspection fees, and provide certified reports confirming the slope has been stabilized in accordance with a licensed engineer's recommendations. Meanwhile, the County has not subjected its own repairs to Ridgecrest Drive, the right-of-way, or the new retaining wall and drainage improvements to the same level of scrutiny or oversight.

ATTACHMENT – SECTION 9 – Witnesses to the incident

Continued:

Patrick Ryan, Assistant Director
Planning, Building & Environmental Services
1195 Third Street
Napa, CA 94559

HOA Board Members who observed drainage overflow and site deterioration.

Pridmore Construction – has bid reroute solution, slide mitigation on our subject property and observed conditions.

KC Engineering Geologist has also observed the slide and is the original geologist of record so understands the soil profiles and has recommended a repair for slide that is on our property.

Neighbors at 40 and 50 Ridgecrest Drive – also affected by water discharge.

Discovery is ongoing and Claimant reserves the right to supplement this list.

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COUNTY OF NAPA

A Tradition of Stewardship
A Commitment to Service

CLAIM AGAINST THE COUNTY OF NAPA NO. _____

For Clerk's Use Only

California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.

1. Name and address of Claimant

First Name: Darrel | MI: W. | Last Name: Harris

Street Address: 50 Ridgecrest Drive

City: Napa | State: CA | Zip Code: 94558

e-mail: [redacted]

Telephone Numbers
Home: _____
Business: _____
Cellular: [redacted]

RECEIVED
JUL 17 2025 11:20 AM
NAPA COUNTY
CLERK OF THE BOARD

2. Mailing address to which notices from the County are to be directed

Street Address: 50 Ridgecrest Drive

City: Napa, CA 94558 | State | Zip Code

3. Incident Information

Date of Incident:	Time of Incident:	Location of Incident:
2/4/25	7:00 pm	50 Ridgecrest Drive, Napa, CA 94558

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

4. Description of incident or accident including your reason for believing the County is liable for your damages

Earth landslide affecting 40 Ridgecrest, 50 Ridgecrest, 307 Circle Oaks Drive, portion of Ridgecrest Drive & area in between. County is responsible because landslide was caused by oversaturation of soil due to storm water from a County-approved storm drain pipe.

5. Description of all damages which you believe that you have incurred as a result of the incident

1. Driveway and retaining wall failure
2. Earth collapsed around house foundation, causing failure.

6. The name or names of any County employees causing damages that you are claiming

No one specific

7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.

N/A

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☒ no

8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?

If a lawsuit has already been filed, please enter the date of the judgment against you: _____

9. State the names and address of any witnesses to this incident

First Name MI Last Name

Darrel W. Harris

Street Address

50 Ridgecrest Drive

City State Zip Code

Napa CA 94558

10. Law Enforcement Information

Was local law enforcement contacted? ☐ yes ☒ no

If yes, Report # _____ **(Attach copy of report if available)**

I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.

Signature of Claimant **(Original Signature Required)**

7/16/25

Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559