

# Napa County

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



## Agenda

**Tuesday, January 14, 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](http://www.countyofnapa.org)

**GENERAL INFORMATION**

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

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Levine Act Compliance: 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 Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.

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

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa Suite 305.
2. Watch via YouTube at <https://www.youtube.com/@NapaCounty/streams>.
3. Watch online at <https://napa.legistar.com/Calendar.aspx> (click the “In Progress” link in the “Video” column).
4. Watch on Napa Valley TV Channel 28.
5. Watch on Zoom via [www.zoom.us/join](http://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](mailto: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.

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

1. CALL TO ORDER; ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PET OF THE WEEK
4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS
  - A. Proclamation recognizing Supervisor Joelle Gallagher for her service and accomplishments as Board Chair in 2024. (No Fiscal Impact) [24-2124](#)
  - B. Proclamation recognizing January 2025 as “Positive Parenting Awareness Month” in Napa County. (No Fiscal Impact) [24-2141](#)
5. CONSENT CALENDAR - SPECIAL DISTRICTS
6. CONSENT CALENDAR

**Agricultural Commissioner**

- A. Approve and authorize Amendment No. 1 to Agreement No. 170682B with the California Department of Food and Agriculture increasing the contract maximum by \$56,221 for a new maximum of \$188,185 for reimbursement of expenditures associated with the pest detection program through June 2025. (Fiscal Impact: \$188,185 Revenue; General Fund; Budgeted; Mandatory) [25-20](#)  
**Attachments:** [Agreement](#)

**Clerk of the Board**

- B. Approval of minutes from the December 17, 2024 and January 7, 2025 regular meetings. (No Fiscal Impact) [25-1](#)  
**Attachments:** [December 17, 2024](#)  
[January 7, 2025](#)
- C. Appoint Barbara J. Wiggins representing Community Member to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2026. (No Fiscal Impact) [25-39](#)  
**Attachments:** [Wiggins Application](#)
- D. Reappoint Kristi Morrow, for a second term, to the Napa County Commission on Aging to represent Organization Concerned with Older Adults with term of office to commence immediately and expire on September 30, 2026. (No Fiscal Impact) [25-40](#)  
**Attachments:** [Morrow Application](#)



- E. Reappoint Barbara Pahre, for a fifth term, to the Golden Gate Bridge, Highway, and Transportation District Board with terms of office to commence immediately and expire on January 1, 2027. (No Fiscal Impact) [25-41](#)  
**Attachments:** [Pahr Application](#)
- F. Reappoint Mary G. Palmer, for a second term, to represent Senior Community Representative on the Napa/Solano Area Agency on Aging Oversight Board with term of office to commence immediately and expire on December 31, 2027. (No Fiscal Impact) [25-42](#)  
**Attachments:** [Palmer Application](#)
- G. Reappoint James V. Jones, for a tenth term, as Trustee for the Bar Association, and Anthony Halstead, for a fourth term, as Trustee for the Board of Supervisors, to the Napa County Law Library Board of Trustees with the terms of office to commence immediately and expire December 31, 2025. (No Fiscal Impact) [25-43](#)  
**Attachments:** [Jones Application](#)  
[Halstead Application](#)
- H. Reappoint Vanessa M. Rubio and Juan Cisneros, both for a second term, to the First 5 Napa County Children and Families Commission with the terms of office to commence immediately and expire January 1, 2028. (No Fiscal Impact) [25-45](#)  
**Attachments:** [Rubio Application](#)  
[Cisneros Application](#)

### County Counsel

- I. Adopt an Ordinance amending Ordinance No. 1452 and modifying Napa County Code Chapter 2.106 Title 2 (Administration and Personnel) on establishing a Juvenile Camp in Napa County to change the name of the Napa Juvenile Camp to Skyline Academy. (No Fiscal Impact) [24-2123](#)  
**Attachments:** [Ordinance - Clean](#)  
[Ordinance - Redline](#)
- J. Approve and authorize Amendment No. 7 to Agreement No. 190183B with the law firm of Downey Brand, LLP for legal services and representation at the California Public Utilities Commission (CPUC), to adjust the hourly rates for calendar year 2025. (Fiscal Impact: negligible; General Fund; Budgeted; Discretionary). [25-68](#)  
**Attachments:** [Agreement](#)

**County Fire Department**

- K.** Approve an increase of capital assets and a Budget Amendment to increase appropriations by \$5,200 in the Fire Operations to pay vehicle taxes on a Ford Expedition command vehicle purchased from Cordelia Fire District. (Fiscal Impact: \$5,200 Expense; Fire Fund, Not Budgeted; Discretionary) [24-2129](#)  
[4/5 vote required]

**District Attorney**

- L.** Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program. (Fiscal Impact: \$196,906 Revenue; General Fund; Budgeted; Discretionary) [25-16](#)

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

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

- M.** Adopt a Resolution to amend the Departmental Allocation List for Information Technology Services, a Division of the County Executive Office, with no net increase to full-time equivalents, effective January 18, 2025. (No Fiscal Impact; Discretionary) [25-21](#)

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

- N.** Adopt a Resolution to amend the Departmental Allocation List for Public Works, with no net increase to full-time equivalents, effective January 18, 2025. (No Fiscal Impact; Discretionary) [25-22](#)

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

- O.** Adopt a Resolution to amend the Departmental Allocation List for Health & Human Services Agency, with a net increase of 1.0 full-time equivalent, effective January 18, 2025. (Fiscal Impact: \$86,000 Expense; HHSA Fund; Budgeted; Discretionary) [25-35](#)

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

**Probation**

- P.** Approve and authorize Agreement No. 250275B with RDA Consulting, SPC to develop the County’s Realignment Annual Plan, an annual requirement to be submitted to the State under Assembly Bill 109 (Fiscal Impact: \$50,000 Expense; Realignment Special Revenue Funds; Budgeted; Discretionary). [25-48](#)

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

**Public Works**

- Q.** Approve and authorize Amendment No. 1 to Space License Agreement No. 200341B with Stanford Youth Solutions dba Stanford Sierra Youth & Families for continued use of two cubicles located at 2751 Napa Valley Corporate Drive for no rental fee, to extend the term to be automatically renewed and coterminous with Service Agreement No. 220199B and any amendments thereto, or successor agreements that provide the same or substantially similar services, to provide support to parents currently involved in the Child Welfare and Wraparound Services in Napa County. (No Fiscal Impact; Discretionary) [24-2023](#)
- Attachments:** [Agreement](#)
- R.** Accept and file a report on Space License and Lease Agreements executed by the County Executive Officer during the period July 1, 2024, through December 31, 2024, pursuant to Resolution No. 2018-36. (No Fiscal Impact; Discretionary) [24-2142](#)
- Attachments:** [Report](#)
- S.** Approve the Plans & Specifications for the Zinfandel Expedited Repair Project, PW 24-23; award a construction contract to Pomilia Civil of Redwood Valley, CA in the amount of \$159,809 for the Project; and approve a Budget Amendment. (Fiscal Impact: \$600,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [25-15](#)  
[4/5 vote required]
- Attachments:** [Budget Summary](#)

**Sheriff**

- T.** Adopt a Resolution authorizing a training agreement with California State Parks Division of Boating and Waterways, and authorize the Sheriff to sign the agreement and any other necessary documents. (Fiscal Impact: \$1,300 Revenue; General Fund; Not Budgeted; Discretionary) [24-2094](#)
- Attachments:** [Resolution](#)

- 7. PUBLIC COMMENT**  
**For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors and Special Districts. (see page 1)**
- 8. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS**
- 9. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**
- 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS**

**11. ADMINISTRATIVE ITEMS****Clerk of the Board**

- A. Appoint District 2 Supervisor Liz Alessio’s nomination of Walter Brooks and District 4 Supervisor Amber Manfree’s nomination of Pete Richmond to the Napa County Planning Commission. The terms of office commence immediately and run coterminous with the terms of District 2 Supervisor Liz Alessio (December 31, 2028) and District 4 Supervisor Amber Manfree (December 31, 2028). (No Fiscal Impact) [25-71](#)

Applicants:

Walter Brooks  
Alan “Chuck” Dell’ario  
Pete Richmond  
Gary Woodruff

**Attachments:** [Brooks Application](#)  
[Dell'ario Application](#)  
[Richmond Application](#)  
[Woodruff Application](#)

**County Executive Office**

- B. Approve the formation of an Ad Hoc Committee on Inclusivity and designate to serve on the committee no more than two members of the Board of Supervisors. (No Fiscal Impact) [25-36](#)

**12. PUBLIC HEARING - SPECIAL DISTRICTS****13. PUBLIC HEARINGS****Planning, Building and Environmental Services (PBES)**

- A. PUBLIC HEARING - Sentinel LLC/Inglenook Residence Appeal [25-5](#)

Move to continue the public hearing for an appeal filed by Water Audit California (Appellant) to the Napa County Planning Commission’s decision on November 15, 2023, to approve a Use Permit Exception to the Conservation Regulations (No. P22-00404-UP) filed by Adobe Associates, Inc. on behalf of Niebaum-Coppola Estate Winery LP (Applicant) to allow a private access road to encroach into the creek setback in order to serve existing agricultural structures and a potential future residence. (No Fiscal Impact)

(CONTINUED FROM DECEMBER 17, 2024. STAFF REQUESTS CONTINUANCE TO JANUARY 28, 2025.)

**14. CLOSED SESSION**

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [25-108](#)  
Title: County Executive Officer
  
- B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [25-109](#)  
(Government Code section 54956.9(d)(1))  
Alexis Davenport v. County of Napa  
California CRD Case No. 202312-22829901 / EEOC Charge No. 37A-2024001396

**15. ADJOURNMENT**

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JANUARY 28, 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, JANUARY 10, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County  
Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 24-2124

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**TO:** Board of Supervisors  
**FROM:** Ryan A. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Proclamation recognizing Supervisor Joelle Gallagher for her service and accomplishments as Board Chair in 2024.

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**RECOMMENDATION**

Proclamation recognizing Supervisor Joelle Gallagher for her service and accomplishments as Board Chair in 2024. (No Fiscal Impact)



Napa County  
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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 24-2141

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Proclamation recognizing January 2025 as “Positive Parenting Awareness Month” in Napa County.

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**RECOMMENDATION**

Proclamation recognizing January 2025 as “Positive Parenting Awareness Month” in Napa County. (No Fiscal Impact)



Napa County  
Board Agenda Letter

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Board of Supervisors

Agenda Date: 1/14/2025

File ID #: 25-20

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**TO:** Board of Supervisors  
**FROM:** Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures  
**REPORT BY:** Jaspreet Faller - Staff Services Analyst  
**SUBJECT:** Amendment No. 1 to Revenue Agreement with the California Department of Food & Agriculture

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**RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 170682B with the California Department of Food and Agriculture increasing the contract maximum by \$56,221 for a new maximum of \$188,185 for reimbursement of expenditures associated with the pest detection program through June 2025. (Fiscal Impact: \$188,185 Revenue; General Fund; Budgeted; Mandatory)

**BACKGROUND**

On October 15, 2024 the Board approved renewal of a revenue agreement with California Department of Food and Agriculture (CDFA) for a maximum of \$131,964 for the term July 1, 2024 through June 30, 2025 for reimbursement of services for the Statewide Pest Detection Program (placing, monitoring, reporting, and inspection of insect traps). CDFA has subsequently identified \$56,221 to support additional trapping for the Winegrape Skeletonizer and CALTRAP activities for a new agreement total of \$188,185.

This agreement is coming late to the Board due to delays in Federal funding.

Requested Action:

Approve and authorize Amendment No. 1 for Agreement No. 170682B with CDFA for a maximum of \$188,185 for reimbursement of expenditures associated with activities related to the detection of exotic pests.

**FISCAL & STRATEGIC PLAN IMPACT**



Is there a Fiscal Impact?

Yes

Is it currently budgeted?

Yes

Where is it budgeted?

Agricultural Commissioner

Is it Mandatory or Discretionary?

Mandatory

Is the general fund affected?

Yes

Future fiscal impact:

This is an annual agreement that has no fiscal impact past the stated ending date of June 30, 2025.

Consequences if not approved:

If this item is not approved, the County will not receive funding, including not being reimbursed for work already performed.

### **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.

**AMENDED COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER **24-0132-024-SF**  
AMENDMENT NUMBER **1**

- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF NAPA**
- The term of this Agreement is: July 1, 2024 through June 30, 2025
- The maximum amount of this Agreement is: \$188,185.00
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$56,221.00 for a new total not to exceed \$188,185.00.

New financial plans for the increased amount are attached (5 Pages) and are hereby incorporated into the Agreement.

An updated Attachment C Commitment Form and Attachment G Budget and Survey Quick Guide are also attached (3 Pages) and hereby replace the ones in the original Agreement.

The additional funding was approved after the original Agreement was already processed and is now available to the county to fund additional Detection Trapping programs.

All other terms and conditions of this Agreement shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**RECIPIENT**

RECIPIENT'S NAME (*Organization's Name*)  
COUNTY OF NAPA

Approved as to Form:  
December 17, 2024

Doc. No. 124302

BY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1710 Soscol Avenue, Suite 3, Napa, CA 94559-1315

**STATE OF CALIFORNIA**

AGENCY NAME

**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

**California Department of Food and Agriculture**  
**Pest Detection County Agreements**  
**Additional Western Grapeleaf Skeletonizer Financial Plan**  
**FY 2024/2025**  
**July 1, 2024 - June 30, 2025**  
**Napa County**

<b>A. Personnel Services - Additional WGLS</b>				
				<b>Billable Hours</b>
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				<b>532.00</b>
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				<b>125.00</b>
<b>Total Hours:</b>				<b>657.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$30,440.33</b>
<b>Overhead: 25%:</b>				<b>\$7,610.08</b>
<b>Total Personnel Cost:</b>				<b>\$38,050.41</b>
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Office/Safety/Supplies				<b>\$50.00</b>
Trapping Supplies (Trap Bodies, Lures, Sharpies, Labels, Twist Ties, Branch Loks, Loupes, etc)				<b>\$1,000.00</b>
<b>Total Supplies Cost:</b>				<b>\$1,050.00</b>
<b>C. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Rental Vehicle Fuel				<b>\$500.00</b>
<b>Total Other Items of Expense Cost:</b>				<b>\$500.00</b>
<b>D. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates</b>	<b>Total Mileage Cost</b>
County Vehicles	6.0	250.0	0.670	<b>\$1,005.00</b>
State Vehicles	0.0	0.0	0.000	<b>\$0.00</b>
Rental Vehicles	5.0	250.0	0.670	<b>\$837.50</b>
<b>Total Mileage Cost:</b>				<b>\$1,842.50</b>

<b>Total Additional Cost:</b>	<b>\$41,443.00</b>
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<b>Total Agreement Amount CDFA will reimburse for Additional WGLS Cost:</b>	<b>\$41,443.00</b>
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California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional Western Grapeleaf Skeletonizer Personnel Work Sheet  
FY 2024/2025  
July 1, 2024 - June 30, 2025  
Napa County

<b>Personnel Costs - Additional</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
ASSW - EH	\$33.45	\$3.34	\$36.79	467.00	\$17,180.93
ASSW - Permanent	\$39.63	\$19.82	\$59.45	65.00	\$3,864.25
<b>Detection Total:</b>				<b>532.00</b>	<b>\$21,045.18</b>
<b>THWS</b>				<b>532.40</b>	
<b>Non-Detection Positions</b>					
ASSW - EH	\$33.45	\$3.34	\$36.79	20.00	\$735.80
ASSW - Permanent	\$39.63	\$19.82	\$59.45	20.00	\$1,189.00
Ag/W&M Inspector I-III	\$52.93	\$26.46	\$79.39	30.00	\$2,381.70
Ag/W&M Inspector IV	\$57.12	\$28.56	\$85.68	30.00	\$2,570.40
Deputy Ag Commissioner	\$67.15	\$33.58	\$100.73	25.00	\$2,518.25
<b>Non-Detection Total:</b>				<b>125.00</b>	<b>\$9,395.15</b>
<b>Total Additional Personnel Cost:</b>					<b>\$30,440.33</b>

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

**TRAPPING HOURS/YEAR WORKSHEET**

**TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES**

**Table 1**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
WGLS					2.17	2.17	2.17	2.17	1.00			
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

**Table 2**

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
WGLS	225.00	x	9.68	=	2,178.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
		x		=	0.00
Total:					2,178.00

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

**Table 3**

	Servicings/year /trap		Avg traps serve/hr	=	Hours/year		Hours/year plus 10%
WGLS TOTAL:	2,178	÷	4.50	=	484.00	x1.1(10%	532.40
	(A)		(B)		(C)		(D)
TOTAL:	0	÷		=	0	x1.1(10%	0.00
	(A)		(B)		(C)		(D)
TOTAL:	0	÷		=	0	x1.1(10%	0.00
	(A)		(B)		(C)		(D)
TOTAL:	0	÷		=	0	x1.1(10%	0.00
	(A)		(B)		(C)		(D)
TOTAL:	0	÷		=	0	x1.1(10%	0.00
	(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.  
 C = Hours/year - calculated electronically.  
 D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

**California Department of Food and Agriculture**  
**Pest Detection County Agreements**  
**CalTrap Financial Plan**  
**FY 2024/2025**  
**July 1, 2024 - June 30, 2025**  
**Napa County**

<b>A. Personnel Services - CalTrap</b>		<b>Billable Hours</b>
Personnel Training Hours		<b>0.00</b>
Personnel Data Conversion Hours <i>(if not billing for manual or bulk entry)</i>		<b>0.00</b>
<b>Total Hours:</b>		<b>0.00</b>
<b>Subtotal Personnel Cost:</b>		<b>\$0.00</b>
<b>Overhead: 0%</b>		<b>\$0.00</b>
<b>Total Personnel Cost:</b>		<b>\$0.00</b>

<b>B. Data Conversion Costs <i>(if not billing Section A. Personnel Services hours)</i></b>			
	<b>NO. OF SITES</b>	<b>COST PER SITE</b>	<b>COST</b>
<b>Data Conversion Manual Entry</b>	0	\$1.40000	\$0.00
<b>Data Conversion Bulk Upload</b>	8000	\$0.6323	\$5,058.00
<b>Total Data Conversion Cost:</b>			<b>\$5,058.00</b>

<b>C. Other Items of Expense</b>				
		<b>NO. OF ITEMS</b>	<b>COST PER ITEM</b>	<b>COST</b>
<b>Additional iPad(s)</b>		2	\$1,250.00	\$2,500.00
<b>Additional iPad Accessories</b>		2	\$100.00	\$200.00
	<b>COST PER MONTH</b>	<b>NO. OF USAGE MONTHS</b>	<b>NO. OF DEVICES</b>	<b>COST</b>
<b>Data Plan</b>	\$42.00	8	20	\$6,720.00
<b>Insurance/Warranty (Optional)</b>	\$150.00	1	2	\$300.00
<b>Total Other Items of Expense Cost:</b>				<b>\$9,720.00</b>

<b>Total CalTrap Cost:</b>	<b>\$14,778.00</b>
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<b>Total Agreement Amount CDFA will reimburse for CalTrap Cost:</b>	<b>\$14,778.00</b>
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COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

**California Department of Food and Agriculture**  
**Pest Detection County Agreements**  
**CalTrap Personnel Worksheet**  
**FY 2024/2025**  
**July 1, 2024 - June 30, 2025**  
**Napa County**

<b>Personnel Costs - CalTrap</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Training Positions</b>					
Position Title 1	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Training Total:</b>				<b>0.00</b>	<b>\$0.00</b>
<b>Converting Data to CalTrap Positions</b>					
Position Title 1	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Data Conversion Total:</b>				<b>0.00</b>	<b>\$0.00</b>
<b>Total CalTrap Personnel Cost:</b>					<b>\$0.00</b>

**COMMENTS:** Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**PEST DETECTION/EMERGENCY PROJECTS    FY 2024 / 2025    COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Tracy Cleveland	COUNTY Napa
DETECTION SPECIALIST Andre Napolitano	DATE 9/30/2024

TRAPPING		Other	Core and Additional		TOTAL
		COMMITMENT	COMMITMENT		COMMITMENT
			CORE	ADDITIONAL	
JACKSON TRAP - MEDFLY	MF	0	225	/ 0	225
McPHAIL TRAP	MP	0	58	/ 0	58
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	58	/ 0	58
JACKSON TRAP - MELON FLY	ML	0	58	/ 0	58
CHAMP TRAP - Garden	CP	0	0	/ 0	0
CHAMP TRAP - Rural	CP	0	15	/ 0	15
CHAMP TRAP - Rural Residential	CP	0	0	/ 0	0
SPONGY MOTH	SM	0	85	/ 0	85
JAPANESE BEETLE	JB	0	58	/ 0	58
Other Traps	WGLS	0	0	/ 225	225
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
#		0	0	/ 0	0

**SPECIAL TRAPPING CONSIDERATIONS:**



**Budget and Survey Quick Guide  
Pest Detection County Agreements**

**County: Napa  
FY: 24/25**

Budget summary guide of the fund source breakdown.

**Total Agreement Amount CDFA will reimburse \$ 188,185.00**

Funding Sources	CORE Costs			Additional Gas Tax	CalTrap Costs	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle				
<i>Federal Funds</i>	\$ 66,933.00	\$ 2,147.00	\$ -			\$ 69,080.00	36.71%
<i>State Funds</i>	\$ 38,274.00	\$ 13,311.00	\$ 11,299.00			\$ 62,884.00	33.42%
<i>Unclaimed Gas Tax</i>				\$ 41,443.00	\$ 14,778.00	\$ 56,221.00	29.88%
<b>Totals</b>	<b>\$ 105,207.00</b>	<b>\$ 15,458.00</b>	<b>\$ 11,299.00</b>	<b>\$ 41,443.00</b>	<b>\$ 14,778.00</b>	<b>\$ 188,185.00</b>	<b>100%</b>

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

**Budget and Survey Quick Guide**

Pest Detection County Agreements

County: Napa

FY: 24/25

**Survey Summary Guide: This form is to aid in billing and invoicing**

**Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps**

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	WGLS
Core	225	58	58	58	0	15	0	414	85	58	
Additional								0			225
Other								0			
<b>Total trap/site surveyed/Mo</b>	225	58	58	58	0	15	0	414	85	58	225
<b>Servicing/trap/Mo</b>	2.17	4	2.17	2.17		1			2.17	2.17	2.17
<b>Servicings/Mo</b>	488.25	232	125.9	125.9	0	15	0	986.97	184.45	125.9	488.3

**TRAPPING SEASON for CORE PROGRAM**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP					4	4	4	4	4	4		
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural					1	1	1	1	1	1		
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			

**TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
WGLS					2	2	2	2	1			

4 weekly servicings 2 biweekly servicing 1 monthly servicings



Napa County  
Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-1

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

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**RECOMMENDATION**

Approval of minutes from the December 17, 2024 and January 7, 2025 regular meetings. (No Fiscal Impact)



## Meeting Minutes

### Napa County Board of Supervisors

Joelle Gallagher, District 1  
Ryan Gregory, District 2  
Anne Cottrell, District 3  
Alfredo Pedroza, District 4  
Belia Ramos, District 5

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

[www.countyofnapa.org](http://www.countyofnapa.org)

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Tuesday, December 17, 2024

9:00 AM

Board of Supervisors Chambers  
1195 Third Street, Third Floor

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1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

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

3. PET OF THE WEEK

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

**Motion Text:** Approve the Proclamations.

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

**Recusals:** None

**Result:** Passed

- A. Proclamations to outgoing Supervisors Ryan Gregory, District 2, and Alfredo Pedroza, District 4, after a combined 17 years of distinguished service to the residents of Napa County. (No Fiscal Impact) [24-1966](#)

**Chair Joelle Gallagher presented the proclamation.**

**Supervisor Ryan Gregory received the proclamation and made presentation.**

**Vice-Chair Anne Cottrell presented the proclamation.**

**Supervisor Alfredo Pedroza received the proclamation and made presentation.**

**Discussion held.**

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

5. CONSENT CALENDAR - SPECIAL DISTRICTS

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

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

**Recusals:** None

**Result:** Passed

In-Home Supportive Services Public Authority of Napa County

- A. Accept and file the In-Home Supportive Services Agency financial audit report for the fiscal year ended June 30, 2024. (No Fiscal Impact, Mandatory) [24-2110](#)

Monticello Public Cemetery District

- B. Approve and authorize Amendment No. 4 to Agreement No. 230118B (MPCD) with Prestige Lawn Care Maintenance to increase the \$1,800 monthly maintenance fee by \$200 for a total monthly fee of \$2,000 beginning in January 2025 to perform extra edging work around the boundaries of the newly constructed pathway system within the cemetery. (Fiscal Impact: \$1,200 Expense; Monticello Public Cemetery District; Budgeted; Discretionary) [24-2114](#)

**Enactment No:** A-230118B (MPCD) Amend. 4

6. CONSENT CALENDAR

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

Auditor-Controller

- A. Accept and file the Appropriation Limit agreed-upon procedure report for fiscal year ended June 30, 2024. (No Fiscal Impact; Mandatory) [24-2115](#)

Clerk of the Board

- B. Approval of minutes from the December 2, 2024 special meeting and the December 3, 2024 regular meeting. (No Fiscal Impact) [24-938](#)

County Executive Office

- C. Adopt a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County. (No Fiscal Impact; Discretionary) [24-1889](#)

**Enactment No:** R-2024-134

- D. Approve and authorize Amendment No. 3 to Agreement No. 230373B with MGT of America Consulting, LLC., to amend the scope of work for preparation of a fee study and to increase the total cost. (Fiscal Impact: \$46,935 Expense; General Fund and Building Fund; Budgeted; Discretionary) [24-2120](#)

**Enactment No:** A-230373B Amend. 3

County Fire Department

- E. Approve and authorize Amendment No. 1 to Agreement No. 250180B with Napa Communities Firewise Foundation to amend the fee structure to recognize how personnel costs are expended within specific projects. (No Fiscal Impact; Discretionary). [24-2037](#)

**Enactment No:** A-250180B Amend. 1

District Attorney

- F. Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Violence Against Women Vertical Prosecutions (VV) Program. (Fiscal Impact: \$202,545 Revenue; General Fund; Budgeted; Discretionary) [24-2007](#)

**Enactment No:** R-2024-135

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Health and Human Services Agency

- G. Approve and authorize Revenue Agreement No. 250228B with the California Department of Public Health for Fiscal Year 2024-2025 for a maximum of \$300,000 to fund the California Tobacco Prevention Program. (Fiscal Impact: \$300,000 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) [24-1861](#)
- Enactment No: A-250228B**
- H. Approve and authorize Amendment No. 3 to Agreement No. 210314B with Crestwood Behavioral Health, Inc., to increase the contract maximum by \$170,480 for a new contract maximum of \$3,652,855, for Fiscal Year 2024-2025, and each subsequent renewal, to support staff training and the implementation of staff cost of living adjustments. (Fiscal Impact: \$3,652,855 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) [24-1991](#)
- Enactment No: A-210314B Amend. 3**
- I. Approve and authorize Amendment No. 1 to Agreement No. 230094B with Community Health Initiative Napa County, Inc., to increase the contract maximum by \$25,000 for a new contract maximum of \$200,000 for the term upon approval through June 30, 2025, and each subsequent renewal, for Medi-Cal outreach activities and application services on behalf of clients who have applied or are re-applying for Medi-Cal. (Fiscal Impact: \$200,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) [24-2017](#)
- Enactment No: A-230094B Amend. 1**

Housing & Homeless Services – Division of CEO’s Office

- J. Approve and authorize Agreement No. 250238B with Providence Queen of the Valley Medical Center Case Management, Advocacy, Resource and Referral, Education Network for annual fee for service in the maximum amount of \$25,000 for the term September 1, 2024 through June 30, 2025, with three (3) one year renewals, to provide outreach services and application assistance for the Stable Housing and Community Resiliency Program. (Fiscal Impact: \$25,000 Expense; Affordable Housing Fund; Budgeted; Discretionary) [24-2145](#)
- Enactment No: A-250238B**

## Human Resources – Division of CEO’s Office

- K. Adopt a Resolution establishing a \$1,800 Matching Employer Contribution for Management, Confidential, and Non-Classified Officers and Non-Classified employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2025, an \$800 Matching Employer Contribution for SEIU employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2025, and a \$900 Matching Employer Contribution for NCPPA employees who are participants in Napa County's 401(a) Retirement Savings Plan during calendar year 2025. (Fiscal Impact: \$111,600 Expense; Fund Dependent on Department Participation; Budgeted; Discretionary) [24-1934](#)

**Enactment No: R-2024-136**

- L. Approve and authorize an increase of the County's self-funded Dental Program rate to \$130.00 per month for employees and retirees, effective January 1, 2025. (Fiscal Impact: \$64,000 Expense; Fund dependent upon Department usage; Budgeted; Discretionary) [24-2054](#)

- M. Adopt a Resolution to amend the Table and Index of Classes and Departmental Allocation List for multiple departments as a result of a market equity study with no increase in full-time equivalents, effective December 21, 2024. (Fiscal Impact: \$362,200 Expense; Fund dependent on Department position allocation; Budgeted; Discretionary) [24-2074](#)

**Enactment No: R-2024-137**

- N. Adopt a Resolution to amend Napa County Policy Manual, Part I, Section 37C1-4 - Management Compensation Plan, effective December 21, 2024. (No Fiscal Impact) [24-2097](#)

**Enactment No: R-2024-138**

## Library

- O. Approve and authorize Amendment No. 1 to Agreement 240052B with Midwest Tape for a new annual maximum compensation of \$160,000 with a corresponding Budget Amendment to allow additional spending for Hoopla digital services to align with patron demand (Fiscal Impact, \$40,000 Expense; Library Fund; Not Budgeted, Discretionary) [4/5 Vote Required] [24-1998](#)

**Enactment No: A-240052B Amend. 1**

- P. Approve and authorize Amendment No. 1 to Agreement No. 240004B with Springshare LLC (formerly Patron Point) adding an additional subscription and extending the contract through June 30, 2030. (Fiscal Impact: \$43,792 Expense; Library Fund; Budgeted, Discretionary) [24-2043](#)

**Enactment No: A-240004B Amend.1**



Planning, Building and Environmental Services (PBES)

- Q. Adopt a Resolution authorizing the submittal of an application to the Department of Resources Recycling and Recovery for a solid waste Local Enforcement Agency Grant and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents. (Fiscal Impact: \$21,218 Revenue; General Fund; Budgeted; Discretionary) [24-2052](#)

**Enactment No: R-2024-139**

- R. Approve and authorize Amendment No. 1 to Agreement No. 240241B with Ascent Environmental, Inc.; and approve a Budget Amendment for continued and additional specialized services to develop a Regional Climate Action and Adaptation Plan. (Fiscal Impact: \$25,328 Net Expense; General Fund; Not Budgeted; Discretionary) [4/5 vote required] [24-2080](#)

**Enactment No: A-240241B Amend. 1**

- S. Adopt the Napa County Drought Resilience Plan (DRP) for domestic wells and state small water systems; and adopt a Resolution revising the bylaws of the Napa County Drought and Water Shortage Task Force (DWSTF). (No Fiscal Impact; Mandatory) [24-2116](#)

**Enactment No: R-2024-140**

Probation

- T. Approve and authorize Memorandum of Understanding (MOU) No. A-8686B with the Napa Valley Unified School District (NVUSD) for Probation to assign officers to supervise and support the academic success of youth on probation and provide community-based services. (No Fiscal Impact, Discretionary) [24-2048](#)

**Enactment No: A-8686B**

Public Works

- U. Approve and authorize creation of Capital Improvement Project 25016 for the “2026 Bridge Preventive Maintenance Project,” RDS 26-02 and approve a Budget Amendment in the amount of \$200,000 for design. (Fiscal Impact: \$200,000 Expense; SB1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] [24-1908](#)

- V. Approval of plans and specifications for the “1127 First Street HVAC & Roof Replacement Project,” PW 21-23, 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 Public Contract Code section 20150.8; approve a Budget Amendment in the amount of \$211,719; and approve and authorize Amendment No. 2 to Agreement No. 220210B with YEI Engineers, Inc to increase the contract amount by \$150,656 for a new maximum of \$451,200. (Fiscal Impact: \$211,719 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)  
[4/5 Vote Required] [24-1967](#)
- Enactment No: A-220210B Amend. 2**
- W. Approve and authorize Amendment No. 2 to Agreement No. 220333B with Geocon Consultants for a new maximum amount of \$767,420 for inspection services related to the Napa County Replacement Detention Facility project, PW20-100. (Fiscal Impact: \$76,070 Expense, Capital Improvement Projects Fund; Budgeted, Discretionary) [24-2026](#)
- Enactment No: A-220333B Amend. 2**
- X. Accept a donation in the amount of \$5,000 from Gayle and Glenn Cook to the Napa County Animal Shelter and Adoption Center and sign a letter of appreciation. (Fiscal Impact: \$5,000 Revenue; Animal Shelter Operations; Budgeted; Discretionary) [24-2070](#)
- Y. Approve and authorize Amendment No. 3 to Agreement No. 230000B with BrightView Landscape Services, Inc. to remove Devlin Road Segment E Stormwater Treatment Facilities from the scope of work, reduce maximum compensation for routine services due to this reduction in services, and increase maximum compensation for non-routine/special on-call services. (Fiscal Impact: \$47,618 Expense; Various Funds; Budgeted; Discretionary) [24-2073](#)
- Enactment No: A-230000B Amend. 3**
- Z. Approval of plans and specifications for the “South Campus Building A&B Maintenance Project,” PW 21-37B 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. (No Fiscal Impact; Discretionary) [24-2111](#)
- AA. Approve and authorize Agreement No. 250266B with Matrix Consulting Group, Ltd with maximum compensation of \$28,500 through June 30, 2025 to prepare a cost allocation alternatives analysis for the Napa County Animal Shelter and Adoption Center. (Fiscal Impact: \$28,500 Expense; Animal Shelter Fund; Budgeted; Discretionary) [24-2131](#)
- Enactment No: A-250266B**

Sheriff

AB. Approve and authorize a Memorandum of Understanding No. A-8687 with Napa Valley Transportation Authority for mutual aid assistance to Napa County Office of Emergency Services during a declared disaster. (No Fiscal Impact; Discretionary)

[24-2055](#)

**Enactment No: A-8687**

7. PUBLIC COMMENT

**Four (4) people spoke during public comment.**

8. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

**Supervisor Belia Ramos reported on American Canyon High School winning its first ever State Football Title Championship. There will be a proclamation item created to recognize the accomplishment.**

**Vice-Chair Anne Cottrell requested an update on the baseline data report. Within the report out, Vice Chair Cottrell requested the inclusion of information regarding the County's habitat conservation plans. Vice-Chair Cottrell requested an item for consideration to create and send a five-signature letter to State Insurance Commissioner Ricardo Lara and Governor Gavin Newsome surrounding the property insurance crisis in California, specifics on the Fair Plan problem in Napa County, why emergency powers are not a long-term fix, and share expectation to hold insurers accountable for their admitted market growth commitments. Lastly, Vice-Chair Cottrell informed the public about a bill authored by Congressman Mike Thompson to provide tax relief for fire victims who received a settlement from Pacific Gas & Electric.**

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

**Chair Joelle Gallagher requested a discussion regarding a project labor agreement for the facilities master plan.**

9. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

**None**

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

Napa Berryessa Resort Improvement District

- A. Receive an update on the Napa Berryessa Resort Improvement District community meeting held on November 13, 2024 where various funding options were presented to the community, and provide direction to staff to advance one of the funding scenarios outlined in the financial plan to boost revenue to bring fiscal stability to the operating budget. (No Fiscal Impact) [24-2128](#)

**Public Works Engineering Manager Chris Silke made presentation.**

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

**Discussion held.**

11. ADMINISTRATIVE ITEMS

County Executive Office

- A. Approve a “Statement on Valuing, Supporting, and Protecting Historically Marginalized Communities.” (No Fiscal Impact) [24-2029](#)

**County Executive Office Legislative/Policy Analyst Andrew Mize made presentation.**

**Eighteen (18) people spoke during public comment.**

**Discussion held.**

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

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

**Recusals: None**

**Result: Passed**

12. PUBLIC HEARING - SPECIAL DISTRICTS

**None**

13. PUBLIC HEARINGS

County Counsel

A. PUBLIC HEARING - Introduction of Ordinance [24-1905](#)

Introduction and intention to adopt an Ordinance removing Section 2.88.040 and amending Sections 2.88.050, 2.88.060, 2.88.070, and 2.88.080 of Chapter 2.88, Appeals, and Section 3.32.100 of Chapter 3.32, Uniform Transient Occupancy Tax, regarding the filing and contents of appeals packets. (No Fiscal Impact)

(STAFF REQUESTS A CONTINUANCE TO JANUARY 28, 2025 AT 9:00 AM.)

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

**Deputy County Counsel Jason Dooley made presentation.**

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

B. PUBLIC HEARING - Introduction of Ordinance [24-2021](#)

Introduction and intention to adopt an Ordinance amending Chapter 8.80 (Disaster Recovery) to extend the effective date and expand the provisions to any declared local emergencies affecting property or structures. (No Fiscal Impact)

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

**Deputy County Counsel Jason Dooley made presentation.**

**Discussion held.**

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

**Direction provided to staff.**

County Executive Office

C. PUBLIC HEARING - Skyline Wilderness Park Acquisition

[24-1977](#)

Adopt a Resolution to approve and authorize Agreement No. 250243B purchasing approximately 874 acres of land commonly known as the Skyline Wilderness Park property from the State of California; and approve and authorize Amendment No. 9 to Agreement No. 1654 authorizing Skyline Park Citizens’ Association to continue operating Skyline Wilderness Park for one year with four one-year extensions. (Fiscal Impact: \$7.2 million Expense; Capital Improvement Fund; Budgeted; Discretionary)

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

**Assistant County Executive Officer Rebecca Craig made presentation.**

**Discussion held.**

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

<b>Motion Text:</b>	<b>Approve the requested actions.</b>
<b>Voting Yes:</b>	<b>Gregory, Pedroza, Cottrell, Ramos, and Gallagher</b>
<b>Recusals:</b>	<b>None</b>
<b>Result:</b>	<b>Passed</b>
<b>Enactment No:</b>	<b>R-2024-141; A-250243B; A-1654B Amend. 9</b>

D. PUBLIC HEARING - Napa Valley Tourism Improvement District  
Renewal

[24-2109](#)

Conduct a public hearing to adopt a Resolution of Renewal for the Napa Valley Tourism Improvement District (NVTID) and Management District Plan. (No Fiscal Impact)

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

**Assistant County Executive Officer Rebecca Craig made presentation.**

**Discussion held.**

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

**Motion Text:            Adopt the Resolution.**  
**Voting Yes:            Pedroza, Gregory, Cottrell, Ramos, and Gallagher**  
**Recusals:                None**  
**Result:                  Passed**  
**Enactment No:         R-2024-142**

Planning, Building and Environmental Services (PBES)

- E. PUBLIC HEARING - Williamson Act Agricultural Preserves and Contracts 2024

[24-2092](#)

Adopt a Resolution establishing certain Agricultural Preserves (Types A & H), and approve and authorize thirty three (33) new contracts as identified in the attached Resolution, which includes rescission of five (5) existing contracts and replacing them with six (6) new contracts. (Fiscal Impact: less annual property tax revenues; General, Library and Fire Funds; Not Budgeted; Discretionary)

**Correction memorandum provided.**

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

**Planning, Building, and Environmental Services Planner II Daniel Zador made presentation.**

**Discussion held.**

<b>Motion Text:</b>	<b>Approve the requested actions.</b>
<b>Voting Yes:</b>	<b>Pedroza, Gregory, Cottrell, Ramos, and Gallagher</b>
<b>Recusals:</b>	<b>None</b>
<b>Result:</b>	<b>Passed</b>
<b>Enactment No:</b>	<b>R-2024-143</b>



F. PUBLIC HEARING - Sentinel LLC/Inglenook Residence Appeal [24-2107](#)

Move to continue the public hearing for an appeal filed by Water Audit California (Appellant) to the Napa County Planning Commission’s decision on November 15, 2023, to approve a Use Permit Exception to the Conservation Regulations (No. P22-00404-UP) filed by Adobe Associates, Inc. on behalf of Niebaum-Coppola Estate Winery LP (Applicant) to allow a private access road to encroach into the creek setback in order to serve existing agricultural structures and a potential future residence. (No Fiscal Impact)

(CONTINUED FROM DECEMBER 3, 2024, APPELLANT, APPLICANT, AND STAFF RECOMMEND CONTINUANCE TO JANUARY 14, 2025, AT 9:00 AM.)

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

**Planning, Building and Environmental Services Planning Manager Michael Parker made presentation.**

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

Probation

G. PUBLIC HEARING - Introduction of Ordinance [24-2067](#)

Introduction and intention to adopt an Ordinance Amending Ordinance No. 1452 and modifying Napa County Code Chapter 2.106 to Title 2 (Administration and Personnel) on establishing a Juvenile Camp in Napa County. (No Fiscal Impact)

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

**County Executive Office Senior Management Analyst Daniel Sanchez made presentation.**

**County Counsel Sheryl Bratton made presentation.**

**Motion Text: Approve the intent to adopt the Ordinance.**  
**Voting Yes: Pedroza, Gregory, Cottrell, Ramos, and Gallagher**  
**Recusals: None**  
**Result: Passed**

14. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [24-2137](#)  
(Government Code section 54956.9(d)(1))  
Alexis Davenport v. County of Napa  
California CRD Case No. 202312-22829901 / EEOC Charge No.  
37A-2024001396

**Closed session held. Direction given to counsel. No reportable action.**

- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [24-2108](#)  
Title: Director of Public Works

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

- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [24-1956](#)  
Title: County Counsel

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

- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [24-1957](#)  
Title: County Executive Officer

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

15. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JANUARY 7, 2025 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



## 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](http://www.countyofnapa.org)

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Tuesday, January 7, 2025

9:00 AM

Board of Supervisors Chambers  
1195 Third Street, Third Floor

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1. CALL TO ORDER; ROLL CALL

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

A. Election of Officers for Calendar Year 2025:

[24-1694](#)

1. Board of Supervisors (Chair and Vice Chair)
2. Napa County Groundwater Sustainability Agency (Chair and Vice Chair)
3. Napa County Housing Authority (Chair, Vice Chair and Deputy Secretary)
4. In-Home Supportive Services Public Authority of Napa County (Chair, Vice Chair and Secretary)
5. Lake Berryessa Resort Improvement District (Chair and Vice Chair)
6. Monticello Public Cemetery District (Chair and Vice Chair)
7. Napa Berryessa Resort Improvement District (Chair and Vice Chair)
8. Napa County Public Improvement Corporation (President, Vice President, Treasurer and Secretary)

9. Silverado Community Services District (President and Vice President)

**Motion Text:** Elect Supervisor Anne Cottrell as Chair/President; Supervisor Amber Manfree as Vice-Chair/Vice-President; Clerk of the Board Neha Hoskins as Secretary/Deputy Secretary; and Auditor-Controller Tracy Schulze as Treasurer.

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

**Recusals:** None

**Result:** Passed

2. PLEDGE OF ALLEGIANCE

**Co-Founder of Napa Climate Now Chris Benz led the assembly in the Pledge of Allegiance.**

3. PET OF THE WEEK

**None**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

**None**

5. CONSENT CALENDAR - SPECIAL DISTRICTS

**None**

6. CONSENT CALENDAR

**None**

7. PUBLIC COMMENT

**Eight (8) people spoke during public comment.**

8. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

**The Board of Supervisors each expressed words of appreciation.**

9. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

**None**

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

11. ADMINISTRATIVE ITEMS

Clerk of the Board

- A. Annual appointment/reappointment of Members of the Board of Supervisors to various committees, commissions, and advisory boards. (No Fiscal Impact)

[24-1695](#)

**New appointments were as follows (appointments previously made that didn't change aren't referenced and remain current):**

**Motion Text: Appoint Supervisor Belia Ramos as General Assembly Member of the Association of Bay Area Governments, and appoint Supervisor Joelle Gallagher as General Assembly and Executive Board Alternate Member;**

**Appoint Chair Anne Cottrell as Member of the California State Association of Counties, and appoint Supervisor Liz Alessio as Alternate Member;**

**Appoint Supervisor Liz Alessio to replace Chair Anne Cottrell as one of the two Members of the Climate Action Committee, and appoint Vice-Chair Amber Manfree as Alternate Member;**

**Appoint Vice-Chair Amber Manfree as Alternate Member of the Golden State Connect Authority;**

**Appoint Vice-Chair Amber Manfree as Alternate Member of the Golden State Finance Authority;**

**Appoint Supervisor Liz Alessio as Member of the Juvenile Justice Coordinating Council;**

**Appoint Supervisor Liz Alessio as representative of the MCE Clean Energy Board of Directors;**

**Appoint Supervisor Liz Alessio as Member of the Napa County Behavioral Health Board;**

**Appoint Supervisor Liz Alessio to replace Chair Anne Cottrell as Member of the Napa County Child Care and Development Planning Council;**

**Appoint Supervisor Joelle Gallagher as Alternate Member of the Napa County Treasury Oversight Committee;**

**Appoint Supervisor Joelle Gallagher as Member of the Napa Sanitation District Board of Directors, and appoint Supervisor Liz Alessio as Alternate Member;**

**Appoint Supervisor Liz Alessio as Alternate Member of the Napa/Solano Area Agency on Aging Oversight Board;**

**Appoint Supervisor Belia Ramos as the Member of the Napa-Vallejo Waste Management Authority, and appoint Supervisor Liz Alessio to replace Chair Anne Cottrell as Alternate Member;**

**Appoint Supervisor Liz Alessio as Member of the Napa Valley Tourism Improvement District Local Governing Committee;**

**Appoint Vice-Chair Amber Manfree to replace Supervisor Joelle Gallagher as Alternate Member of the North Bay Water Reuse Authority Board of Directors;**

**Appoint Vice-Chair Amber Manfree as Member of the North Bay Watershed Association;**

**Appoint Vice-Chair Amber Manfree as Alternate Member of the Rural County Representatives of California;**

**Appoint Vice-Chair Amber Manfree to replace Supervisor Joelle Gallagher as Alternate Member of the San Francisco Bay Conservation and Development Commission;**

**Appoint Vice-Chair Amber Manfree as one of the two Members of the Upper Valley Waste Management Agency; and appoint Supervisor Joelle Gallagher as Alternate Member;**

**Appoint Chair Anne Cottrell as one Member of the Watershed Information and Conservation Council Board of Directors, appoint Vice-Chair Amber Manfree as the other Member; and appoint Supervisor Joelle Gallagher to replace Chair Anne Cottrell as Alternate Member; and**

**Appoint Supervisor Liz Alessio as one of the two Members of the Workforce Alliance of the North Bay Governing Body.**

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

**Recusals: None**

**Result: Passed**

12. PUBLIC HEARING - SPECIAL DISTRICTS

**None**

13. PUBLIC HEARINGS

**None**

14. CLOSED SESSION

**None**

15. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,  
JANUARY 14, 2025 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-39

---

**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 In-Home Supportive Services Advisory Committee

---

### **RECOMMENDATION**

Appoint Barbara J. Wiggins representing Community Member to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2026. (No Fiscal Impact)

### **BACKGROUND**

There are currently eight openings on the In-Home Supportive Services Advisory Committee due to term expiration and resignations. The County Executive Office advertised the openings and received one application from Barbara J. Wiggins.

The Napa County In-Home Supportive Services (IHSS) Advisory Committee is tasked with reviewing the overall IHSS program and providing ongoing advice and recommendations to the IHSS Public Authority's governing board regarding the delivery and administration of in-home supportive services, pursuant to Welfare and Institutions Code Section 12301.4. In addition, the IHSS Advisory Committee serves as a communication channel for the community's input. The IHSS Advisory Committee consists of nine (9) members:

- Five (5) members who are past or present users of IHSS, or Personal Assistance Services, paid for through public or private funds;
- Two (2) members who are current or former providers of IHSS to a family member or non-family member;
- One (1) member who has been appointed by, and is a current member of, the Napa County Commission on Aging; and
- One (1) member of the community with involvement and demonstrated interest in the IHSS program.



Requested Action:

Appoint Barbara J. Wiggins to the In-Home Supportive Services 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?**

Napa County In-Home Supportive Services (IHSS) Advisory Committee: Submitted

**Category of Membership for Which You Are Applying**

Napa county commission on aging

**Profile**

Barbara \_\_\_\_\_ J \_\_\_\_\_ Wiggins \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_ \_\_\_\_\_  
Email Address

\_\_\_\_\_ \_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94559 \_\_\_\_\_  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 1

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_ \_\_\_\_\_  
Primary Phone

Retired

Employer

NA

Job Title

NA

Occupation

---

## Education/Experience

Napa High School Napa Jr College Owner of The Mustard Seed Clothing Co

---

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

---

---

## Resume

[COMMISSION\\_ON\\_AGING.pdf](#)

Upload a Resume

[Letter Of Recommendation for Barbara Wiggins.pdf](#)

Letter of Recommendation or Supplemental Attachments

---

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

NA

---

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

Jill Techel [REDACTED] Dorothy Salmon [REDACTED] Lauren Ackerman [REDACTED]

---

## Community Participation

---

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

It is my desire to help the commission discover and oversee solutions to ensure that our aging population has our admiration and compassion and to help them seek the quality of life they deserve.

---

### Nature of activity and community location

SEE BELOW

---

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

Napa Downtown Association Board Member, 3 years Past president of the Napa Downtown Association, 1 year Chairman of Downtown Napa annual Christmas parade 2004-2006 Grand Marshall of Christmas parade 2011 Citizen of the year 2015 Produced 30 years of Fashion Shows for Day for the Queen Queen of the Valley Foundation President's Award 2000 Produced fashion shows for Cope Family Services, Fund Raiser Produced fashions shows at the Meadows for senior residents.

**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)**

---

NA

---

**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)**

---

Barbara Wiggins

**Date**

---

3/6/2024



# 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:** 1/14/2025

**File ID #:** 25-40

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins - Clerk of the Board  
**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II  
**SUBJECT:** Reappointment to Napa County Commission on Aging

---

### **RECOMMENDATION**

Reappoint Kristi Morrow, for a second term, to the Napa County Commission on Aging to represent Organization Concerned with Older Adults with term of office to commence immediately and expire on September 30, 2026. (No Fiscal Impact)

### **BACKGROUND**

There are currently two openings on the Napa County Commission on Aging due to term expiration and a resignation. The County Executive Office advertised the openings and received one application from Kristi Morrow.

The Napa County Commission on Aging was created pursuant to Resolution No. 77-151 adopted on September 13, 1977. It consists of 15 members, one member from each of the five Supervisorial Districts and 10 additional members from among individuals recommended by organizations concerned with older adults. It is desirable that all appointees are over the age of 55, but younger persons would not be excluded. The purpose of the Commission is:

- To assess existing data to identify the presently unmet needs of older adults within the County and to describe alternative methods by which such needs might be met;
- To recommend the initiation of studies or programs oriented to older adults; however, such studies or programs as may be initiated by the County shall not be directly administered by the Commission except with the prior approval and direction of the Board of Supervisors;
- To act as an advisory body on behalf of the Board of Supervisors in studying, evaluating and recommending "grant" and program proposals affecting the well-being of older adults in the County (the Board of Supervisors anticipated that priority would be given to activities that promote the independence and dignity of individuals and that are directed toward the elimination of any

discrimination based upon age);

- To review and offer comment upon pending legislation; and
- To disseminate information to older adults concerning the availability of various activities and services provided within the County on behalf of the elderly.

Resolution 2012-182 amended the Commission on Aging bylaws on December 18, 2012, to include a provision allowing potential new commission members to be recommended for consideration to the Commission by individuals familiar with their qualifications. This resolution also added a provision for the Chair of the Commission to write a letter of recommendation for incumbent Commissioners who seek to be reappointed.

Requested Action:

Reappointment of Kristi Morrow on the Napa County Commission on Aging.

**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.



A Tradition of Stewardship  
A Commitment to Service  
November 12, 2024

County Executive Office

1195 Third Street, Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

Kristi Morrow

[Redacted]  
Napa, CA 94558  
[Redacted]

Re: Napa County Commission on Aging

Dear Kristi:

You have been a valued member of the **Napa County Commission on Aging** representing Organization Concerned with Older Adults. The term of your position will expire November 30, 2024. If you wish to request reappointment for another 2-year term, please check the following box:

Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Commission on Aging** for the term commencing immediately and expiring September 30, 2026.

=====

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

I confirm that all the information on my last application is current.

Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

SIGNATURE

11/26/24  
DATE

**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?**

Napa County Napa County Commission on Aging: Submitted

**Category of Membership for Which You Are Applying**

Org Concerned w/Older Adults

**Profile**

Kristi \_\_\_\_\_ Morrow \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94558  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 2

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_  
Primary Phone



Meadows of Napa Valley  
Employer

Administrator  
Job Title

Administrator  
Occupation

---

## Education/Experience

---

MBA, Healthcare Management 11 years with Pacific Retirement Service's family of Continuing Care Retirement Communities

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

---

Ben Morrow, Plumber with Steve Silva

---

## Resume

Upload a Resume

---

Letter of Recommendation or Supplemental Attachments

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

---

Nursing Home Administrator (California), 2022 – present

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

---

Wayne Panchesson, Executive Director Meadows of Napa Valley, [REDACTED] Bob Nations, Executive Director Senior Helpers, [REDACTED] Rhonda Polder, Director of Nursing Meadows of Napa Valley, [REDACTED]

---

## Community Participation

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

---

I have a passion for enhancing and improving care and services for our aging population. I feel I bring valuable insight as a local healthcare provider that serves our aging population. I have a can-do attitude and an eagerness to jump in and work to solve challenges.

### Nature of activity and community location

---

Administrator of Skilled Nursing Facility at Meadows of Napa Valley. The Meadows of Napa Valley is a continuing care retirement community here in Napa, California that cares for residents within the continuum of care that includes independent living, assisted living, memory care, and skilled nursing. Campuswide, we are home to nearly 350 residents.

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

---

I have yet to have the opportunity to serve in any committees here in California. I was part of the Parks and Recreation Commission in Medford, Oregon in 2015.

**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

---

**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)**

---

Kristi N. Morrow

**Date**

---

8/17/2022

# Kristi Morrow

Napa, CA 94559 | [REDACTED] | [REDACTED]

## CORE COMPETENCIES

Team Player | Self-Motivated | Detail Oriented | Adaptable | Organized | Persistent | Turns Confrontation into Opportunity  
Empathetic | Complex Problem-Solver | Collaborative | Loyal | Efficient | Strong Communicator | Versatile  
Microsoft Operating Platforms | Answers on Demand & PointClick Care (Electronic Health Record and Payroll Systems) | Project  
Management | Project Planning & Scheduling | Budget Planning | Task Management & Delegation | Quality Assurance | Quality  
Control Scheduling | Data Analysis | Customer Relationship Management Software (Salesforce) | Healthcare & Senior Living  
Domains Knowledge

## PROFESSIONAL EXPERIENCE

### HEALTHCARE MANAGER AT THE MEADOWS OF NAPA VALLEY

Pacific Retirement Services, Napa, CA (04/2019 – Present)

Manager of all day-to-day operations within the Health Center program while maintaining compliance with all applicable California Department of Public Health regulations, federal laws, and community policies and procedures.

- Plan, organize and direct department resources in the form of an annual budget of \$400,000. Manage resources to ensure objectives are achieved while satisfying stakeholders.
- Ensure consistency and quality in the delivery of services by developing policies, procedures, and programs in alignment with local, state, and federal guidance on an ongoing basis.
- Manage department workforce of 65+ individuals. This includes but is not limited to monthly trainings, annual evaluations, disciplinary actions, coaching, hiring, and scheduling.

### START-UP PROJECT MANAGER AT THE MEADOWS OF NAPA VALLEY

Pacific Retirement Services, Napa, CA (02/2018 – 10/2019)

Project management role responsible for managing all aspects of expansion development. Proactively coordinated communications between stakeholders. Author of operational policies, procedures, and programs in conjunction with local health and human services departments and state Resident Care Facility for the Elderly (RCFE) mandates.

- Expanded, improved, and developed service contracts for the community; this included linen services throughout the campus and fitness instruction for the Wellness Program.
- Developed/implemented staffing ramp-up to hire 45+ personnel to stabilize services for 92 additional families within the community over an eight-month period.
- Authored programming, policies, schedules, and newsletters for a new Wellness Program at community with the expansion of the campus and new construction of a state-of-the-art Fitness and Aquatic Center.
- Innovated and executed a marketing program to integrate existing residents into the new population, and to further engage depositors and potential buyers until construction completion.

### SENIOR PROJECT MANAGER AT TRINITY TERRACE RETIREMENT

Pacific Retirement Services, Fort Worth, TX (09/2016 – 02/2018)

Project management role responsible for managing all aspects of expansion development and renovations to existing campus. Proactively coordinated communications between stakeholders. Point person for obtaining license to operate and occupy newly constructed Assisted Living and Memory Support Center. Author of operational policies, procedures, and programs in conjunction with local health and human services departments and state mandates.

- Obtained licensure, and stabilization for 15-bed Memory Care, and 17-bed Assisted Living at Life Plan Community.
- Expanded, improved, and developed service contracts for the community expansion; this included contracts for salon services, linen services, pest control, and landscaping.
- Developed/implemented staffing ramp-up to hire 60+ personnel to stabilize services for 78 additional families within the community over six months.
- Obtained occupancy for newly constructed 19 story residential facility and moved families into 75% of the 78 new apartments upon relocation to Napa, CA project.

**PROFESSIONAL EXPERIENCE, CONTINUED****ADMINISTRATOR IN TRAINING**

Pacific Retirement Services, Medford, OR (05/2015 – 09/2016)

Practiced and advanced leadership/management abilities by working hands-on and collaboratively with employees across 13 Continuing Care Retirement Communities. Evaluated and enhanced procedures and processes for regulatory compliance/competence in the provision of resident-centered care, HR practices, and financial stewardship. Planned, implemented, and coordinated employee and resident surveys, standardization of systems, and educational seminars.

- Promoted the company and increased efficiency by assisting with a variety of tasks across all departments.
- Arranged meetings and helped community leadership to develop strategic plans and steps for achievement.
- Created an accurate database of training and materials for communities to utilize while also establishing a corporate standard training program for 13 campuses across Oregon, California, Texas, Washington, and Wisconsin.

**ASSISTANT DIRECTOR FOSTER GRANDPARENT PROGRAM & RSVP**

Community Volunteer Network (CVN) of Pacific Retirement Services, Medford, OR (10/2011 – 05/2015)

Educated and enforced guidelines/policies of the Corporation for National and Community Service and CVN to staff and future/current volunteers; planned/scheduled volunteer assignments with station staff; and cultivated new partnerships. Oversaw direct volunteer benefits including stipends, mileage, meal, and physical exam reimbursements. Wrote federal, state, and local grants and crafted innovative fundraising activities to secure budget.

- Planned strategic development for programs and funding annually with eight-member board of directors and executive director.
- Conducted annual reviews and reports regarding volunteer service impact and \$600K in grant money allocation.
- Established and developed relationship with the City of Medford for Community Block Development Grant of \$15K per year.
- Established and developed relationship with Anna May Family Foundation for local grant of \$10K annually.

**OTHER EXPERIENCE**

- **Sales Assistant/Receptionist**, KDRV NewsWatch 12/Chamber Communications, Medford, OR
- **Sales Associate and Cash Handler**, Old Navy, Medford/Eugene, OR

**COMMUNITY INVOLVEMENT & PROFESSIONAL DEVELOPMENT**

- Nursing Home Administrator (California) | 2022 – present
- CPR, AED, and First Aid Certified | 2018 – present
- Leadership Academy, Pacific Retirement Services, Medford, OR | 05/2018 – 3/2019
- Member, Junior League, Fort Worth, TX & Napa, CA | 09/2016 – 3/2019
- Commissioner, Medford Parks & Recreation, Medford, OR | 04/2015 – 10/2016
- Leadership Academy, LeadingAge Oregon, Portland, OR | 09/2015 – 09/2016
- Licensed Nursing Home Administrator (Oregon) | 2016 – present
- Certified HIPAA Professional (HIPAA Academy) | 2016 – present
- MDS 3.0: Resident Assessment Instrument Comprehensive Training | 2015

**EDUCATION**

<b>MBA, Healthcare Management</b>	March 2021
Western Governors University, Salt Lake, UT	
<b>Bachelor of Arts, Political Science/Spanish/Business Administration</b>	March 2010
University of Oregon, Eugene, OR	



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-41

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins - Clerk of the Board  
**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II  
**SUBJECT:** Reappointment to the Golden Gate Bridge, Highway, and Transportation District Board

---

### **RECOMMENDATION**

Reappoint Barbara Pahre, for a fifth term, to the Golden Gate Bridge, Highway, and Transportation District Board with terms of office to commence immediately and expire on January 1, 2027. (No Fiscal Impact)

### **BACKGROUND**

There is currently one opening on the Golden Gate Bridge, Highway, and Transportation District Board of Directors due to an expiring term. The County Executive Office advertised the opening and received one request for reappointment from the incumbent, Barbara Pahre.

The Board of Supervisors appoints one representative to serve on the Golden Gate Bridge, Highway, and Transportation District who serves at the pleasure of the Board. The applicant, Barbara Pahre, has served as the BOS representative on the Golden Gate Bridge, Highway, and Transportation District for twenty-four years since first being appointed on August 8, 2000. During this time, Ms. Pahre has assumed numerous leadership roles at the District, such as Chair of the Rules Committee, and Vice Chair of the Finance Committee.

Based in San Francisco, the Golden Gate Bridge, Highway, and Transportation District operates the Golden Gate Bridge and two public transit systems: Golden Gate Transit buses and Golden Gate Ferry. The mission of the District is to provide safe and reliable operation, maintenance, and enhancement of the Golden Gate Bridge and to provide transportation services, as resources allow, for customers within the U.S. Highway 101 Golden Gate Corridor.

The District is led by a nineteen-member Board of Directors representing the six counties that make up the District: San Francisco, Marin, Sonoma, Napa, Mendocino, and Del Norte. In addition, five Officers of the District, Division Managers, and Department Heads assist in implementing District policy.

**Requested Action:**

Reappoint Barbara Pahre to the Golden Gate Bridge, Highway and Transportation District.

**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.



A Tradition of Stewardship  
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

November 21, 2024

Barbara L. Pahre

Napa CA 94558

**Re: Golden Gate Bridge, Highway & Transportation District**

Dear Barbara:

You have been a valued member of the **Golden Gate Bridge, Highway & Transportation District** representing the Board of Supervisors. The term of your position will expire January 1, 2025. If you wish to request reappointment for another 2-year term, please check the following box:

Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Golden Gate Bridge, Highway & Transportation District** for the term commencing upon appointment and expiring January 1, 2027.

=====  
If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

I confirm that all the information on my last application is current.

Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail or email.**

*Barbara L. Pahre*

SIGNATURE

*11/21/2024*

DATE

**COUNTY EXECUTIVE OFFICE**  
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4580  
[www.countyofnapa.org](http://www.countyofnapa.org)

**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?**

Golden Gate Bridge, Highway and Transportation District Board: Submitted

**Category of Membership for Which You Are Applying**

Representing Board of Supervisors

**Profile**

Barbara \_\_\_\_\_ Pahre \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA 94558  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 2

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_  
Primary Phone



Retired from the Napa Valley  
Unified School District

Employer

Associate Superintendent  
HR/EER

Job Title

Educator, Labor Negotiator

Occupation

---

## Education/Experience

Education: EdD University of Southern California: Educational Policy, Curriculum and Instruction; M>A> Sonoma State University: Reading and Administration Iowa State University: BS Child Development. Experience: Napa Valley Unified School District 1964-2004: Classroom teacher, reading specialist, Coordinator of Gifted Programs, Staff Development Coordinator, Director of Curriculum and Instruction, Director of Staff Development, Directory of Elementary Education (23 schools), Assocaite Superintendent HR/EER, Interim Superintendent 2003 See resume for additional details.

---

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

Keith Pahre, Retired

---

## Resume

[Resume\\_for\\_GGBHTD\\_2025\\_B\\_Pahre.pdf](#)

Upload a Resume

[Letters\\_of\\_Support\\_Rabbit\\_Kruppen\\_and\\_Chamblin.pdf](#)

Letter of Recommendation or Supplemental Attachments

---

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

California Life Professional Clear Teaching/Administrative Credential issued 1965, good for life

---

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

Scott Sedgley [REDACTED]; Brad Wagenknecht [REDACTED]; Carolyn Stewart [REDACTED]

---

## Community Participation

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

Let me start by saying my recent term as President of the GGBHTD is the first time a Napa County representative has served as President of the GGBHTD Board. It was an honor, and I represented you positively and with integrity. Napa has been good to me and my family. Representing Napa County positively in the larger Bay Area helps repay that. Fellow Board members on both the GGBHTD and SMART trust me. I do my homework and am a good problem solver, always looking to find "another right answer". My word is good, and I listen. I am fair and positive and will continue to keep the high standard of representation that my Napa appointment demands of me. The continued pandemic has brought new and complex issues to Bay Area transportation. Times are hard and different with remote work. I will continue to fairly represent the interests of Napa County and its residents with integrity. Thank you for your continued support.

## Nature of activity and community location

---

Please refer to my resume for a more comprehensive listing, however, here are some that are representative of the current and past variety of community service I have been honored to be part of: Connolly Ranch Board Member for 6 years Governing Board, Garden Facilitator for Free Food Garden, Commercial Kitchen Manager, Covenant Presbyterian Church American Association of University Women immediate past president; Napa Chapter of California Retired Teachers Association (450 members) immediate past president; Served on numerous campaign committees for community members running for public office; Organized previous successful school district bond election campaigns; Work with former Latinos Unidos members to support their health and wellbeing; Member of local non-profit board: helping write grants for essential funding; I have facilitated numerous meetings as a professional community facilitator and problem solver; I am the former owner/operator of Magic Years Pre School Provide English to Spanish translations for any school, college, county, and many small businesses in Napa County. Other contributions include: member FEMA Task Force Board for Napa County; Former Advisory Board Member for California Dairy Council; Soroptimist International "Woman of Distinction" award; City of Napa Civil Service Commissioner; Napa County Wildlife Conservation commissioner and President (formerly Fish and Game); and President of AAUS Scholarship Foundation.

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

---

Member of City of Napa Civil Service Commission; Regional Measure 3 Napa County Facilitator; Member and Chair of Napa County Wildlife Conservation Commission (Formerly Fish and Game) 10 years; City of Napa Open Space Committee; Napa General Plan Review Committee; Treasurer and Board Member of Napa Acupuncture Practice, (a local non-profit).

## 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

---

## 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

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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)**

---

Barbara L Pahre

**Date**

---

11/21/2024

BARBARA LIGHTNER PAHRE, Ed. D.

[REDACTED]  
Napa, California 94558  
[REDACTED]

As the current Golden Gate Bridge Highway and Transportation District (GGBHTD) representative and appointee representing Napa County, I have:

Served as President, and both first and second Vice President, Chair of Finance Committee, Chair of the OPEB Trust Board, Chair of Rules Committee, Serve on Labor Committee, Chaired the Suicide Prevention Committee, Chair of Officer Evaluation Committee, and as immediate past president, serve on all committees. **My colleagues on the GGBHTD Board see me as fair, a good listener, and a positive, inclusive leader.**

Currently I serve as one of two GGBHTD appointees to the Sonoma Marin Rail Transit Board and have served as Vice Chair several times (Napa is seen as a neutral - not Sonoma or Marin) and **am respected as having integrity in service and representation.**

**EDUCATION**

- Ed. D. 1991                      University of Southern California, Los Angeles, California  
Curriculum and Instruction with specialization in Educational Policy and Administration
  
- M. A. 1970                      Sonoma State University, Rohnert Park, California  
Elementary Reading and Administration
  
- B. S. 1965                      Iowa State University, Ames, Iowa  
Elementary Education, Child Development - graduated with distinction

**PROFESSIONAL EXPERIENCE**

- 2000-2014                      Adjunct Professor, Brandman University, part of the Chapman University System  
Educational Leadership Program -specific titles available upon request  
  
Summer Professor, Pacific Union College (Advanced Learning Theory)
  
- 2003-2004                      Associate Superintendent, Napa Valley Unified School District, Napa, California
  
- January 2003                      Interim Superintendent, Napa Valley Unified School District (NVUSD)
  
- 1994-2004                      Assistant Superintendent, Human Resources and Employee-Employer  
Relations (NVUSD) aka Labor Negotiator
  
- 1992-1994                      Director of Elementary Education, (NVUSD)
  
- 1987-1992                      Director of K-12 Curriculum and Staff Development (NVUSD)

1981-1987	Coordinator of K-12 Categorical Programs (NVUSD)
1980-1982	Gifted and Talented Summer School Principal and Teacher (NVUSD)
1977-1980	Coordinator of Gifted Programs/Gifted Programs Teacher (NVUSD) Teacher on Special Assignment in Language Arts (NVUSD)
1975 - 1979	Gifted and Talented Program Teacher
1966-1969	Reading Specialist (NVUSD)
1965-1966	Classroom Teacher

***PROFESSIONAL CERTIFICATION***

California Life Administrative Services Credential (Life)  
 California Clear Miller-Unruh Reading Specialist Certificate (Life)  
 California General Elementary Teaching Credential (Life)  
 Clear Cross-cultural, Language and Academic Development Certificate  
 Iowa Standard Teaching Credential (Life)

***COMMUNITY INVOLVEMENT***

President (immediate past), Golden Gate Bridge (GGBHTD) Board of Directors appointed by Napa County Supervisors

Vice Chair, Sonoma Marin Area Rail Transit Board of Directors appointed by GGBHTD

Napa Business Owner: Precision Translations, translating from English to Spanish

Owned and operated Magic Years Pre-school on Laurel Street 20 years

Treasurer and Grant Writer: Napa Acupuncture Practice, a local non-profit

Volunteer Garden Coordinator: Motel 6 Transitional Housing Center

Immediate Past President, Napa Valley Retired Teacher Association (CalRTA) and past President of American Association of University Women (AAUW)

Current President of AAUW Scholarship Foundation raising money and distributing to all Napa high schools and Napa Valley College (approximately \$40,000 per year)

Member, Covenant Presbyterian Church – started and supervised a commercial kitchen as well as a free food garden producing 4000 lbs of free produce each year

Former Member: City of Napa Civil Service Commission appointed by Napa City Council

Former Member, Connolly Ranch Board (Land Trust "Farm to Table" facility)

## **SPECIALIZED TRAINING THAT SERVES ME IN LEADERSHIP POSITIONS**

Conflict Resolution and Interest Based Negotiations Training and a state trainer (CFIER)  
Instructional skills courses for implementing research-based strategies  
Effective schools research and organization change research  
Organizational Management and Administration: Center for Leadership Education  
Established and taught parenting and child development classes through community agencies  
(my original degree is in Child Development)  
Graduate work in diagnosis, remediation, and utilization of instructional  
strategies as well as writing and presentation skills

### ***Regional and State Level Experience Past and Current***

Adjunct Professor, Brandman University  
California Dairy Council Advisory Board, Sacramento, CA  
Co-Chair of 2006 Successful Napa Valley Unified School District School Bond  
Executive Board, California Association for Supervision and Curriculum  
Development (CASCD)  
Director, Wine Country Consortium (SDE School Improvement  
Consortium)  
Legislative Action and Curriculum Committees - Region 4 ACSA  
Executive Committee, Sacramento Regional Technology Consortium  
Author and presenter for California School Boards Association New  
Board Member Workshops  
Curriculum Consultant to the American School in Mexico City, Mexico  
Curriculum Consultant to the American School in Rabat, Morocco, Africa  
State Program Quality Review Trainer and Reviewer  
California State Gifted Programs Reviewer (and presented  
"Differentiating the Curriculum" training module)

Current                    Napa County Representative on Golden Gate Bridge Transportation and  
Highway District Board of Directors (GGBHTD)  
  
SMART (Sonoma Marin Area Rail Transit) Board of Directors appointed by the  
GGBHTD

*Authorships:*            *Garmston, R. & Pahre, B (1988), Empowering Teachers, THRUST, The  
Journal of the American Association of School Administrators, 18, No. 2.*  
  
*Pahre, B. & Priddy, D. (1991), Whole Language: A Week With Wiggle Worms,  
The California Reader, 21, No. 3, 7-11.*

COUNTY OF SONOMA  
BOARD OF SUPERVISORS

575 ADMINISTRATION DRIVE, RM. 100A  
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241  
FAX (707) 565-3778



DAVID RABBITT, SUPERVISOR

SECOND DISTRICT

David.Rabbitt@sonoma-county.org

October 25, 2024

County of Napa  
Board of Supervisors  
1195 Third Street  
Napa, CA 94559

Dear Chair Gallagher and Members of the Board:

I am writing to express my recommendation, and strong support, for the reappointment of Barbara Pahre to the Golden Gate Bridge Highway Transportation District (GGBHTD) as the Napa County representative.

Throughout Ms. Pahre's tenure on the GGBHTD, her wise leadership, professionalism and thorough preparedness have meant she is an extremely effective representative for Napa County, and a tremendous asset to the GGBHTD. Ms. Pahre has served as President of the Board of Directors and because of her tenure, serves on all pertinent policy committees and subcommittees, and is a voice of experience whose well-considered participation carries considerable weight among her colleagues. She also serves as one of two appointees to SMART (per legislation) and brings the same strong leadership to that board. As a SMART Board member myself, I can convey that she plays an invaluable role in the success of the agency.

I consider it an honor to serve with Ms. Pahre and urge you to consider her reappointment to the Golden Gate Bridge Highway Transportation District representing Napa County. She continually shines a bright light on Napa County for appointing her.

Please feel welcome to contact my office at (707) 565-2241 or email at [David.Rabbitt@sonoma-county.org](mailto:David.Rabbitt@sonoma-county.org).

Sincerely,

David A. Rabbitt, Supervisor  
County of Sonoma, Second District

November 10, 2024

County of Napa  
Board of Supervisors  
1195 Third Street  
Napa, CA 94559

Dear Chair Gallagher and Members of the Board:

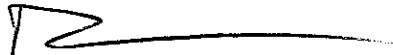
I am writing in strong support for the reappointment of Barbara Pahre to the Golden Gate Bridge Highway Transportation District (GGBHTD) as the Napa County representative.

As a 28-year resident of Napa County and someone who is very involved with our community both professionally and personally, I have always welcomed, enjoyed and appreciated working with Barbara. Her knowledge, dedication, and commitment to GGBHTD and our region are simply unmatched. She is a collaborative, thoughtful, pragmatic leader who always puts Napa County first.

Barbara served as President of GGBHTD during a worldwide pandemic which was no easy task. Additionally, she has been chair of almost all GGBHTD committees. She is well respected by her colleagues, peers and the community.

Any organization would be lucky to have Barbara Pahre. I urge you to reappoint Barbara Pahre to the Golden Gate Bridge Highway Transportation District representing Napa County. Thank you in advance for your consideration and please feel free to call me at [REDACTED] with any questions.

Sincerely,



Tracy Krumpen



November 11, 2024

To: Napa County Board of Supervisors

From: Naomi Chamblin, owner of Napa Bookmine (1625 2nd Street and Oxbow Public Market)

Subject: Letter of Recommendation for Barbara L. Pahre, to accompany her application for reappointment to the Golden Gate Bridge Highway and Transportation District

To Whom It May Concern:

Please consider this a positive and heartfelt recommendation for the person Barbara Pahre is, and my opinion of how positively and intellectually she will represent Napa County in the Bay Area.

I've been a Napa resident for 14 years and am proud to be both a local business owner and raising my children in Napa. I met Barbara shortly after opening Napa Bookmine in 2013. She has been a vibrant woman full of action, care, and intellect since I've known her and we are lucky to have her involved in public discussions in this valley.

Barbara is a positive force wherever she lands. I have worked closely with her in AAUW to raise scholarship money for local high school and college students. She founded an incredible event called Author's Forum back in 2017 where many authors are invited to speak about their journey to authorship, and Napa Bookmine was thrilled to support her by helping to obtain authors and donating proceeds. This event is still happening annually and stronger than ever going into 2025. Any organization Barbara represents is trustworthy and has integrity.

Our paths have crossed numerous other times. She has helped me with various random needs when we moved into our new bookstore (including finding me 30 chairs to borrow for events until our new ones arrived) and helping me with recommendations for personal needs as well. Barb knows everyone and always knows the perfect way to help. She is a gem, and one of the few of the more established generation who sees the value in seeking out ways to support and collaborate with new/young business owners and families in Napa Valley.

I highly recommend her reappointment as a positive, intelligent representative of Napa County to the larger region.

Sincerely,  
Naomi Chamblin



# 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:** 1/14/2025

**File ID #:** 25-42

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**TO:** Board of Supervisors  
**FROM:** Neha Hoskins - Clerk of the Board  
**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II  
**SUBJECT:** Reappointment to the Napa/Solano Area Agency on Aging Oversight Board

---

### **RECOMMENDATION**

Reappoint Mary G. Palmer, for a second term, to represent Senior Community Representative on the Napa/Solano Area Agency on Aging Oversight Board with term of office to commence immediately and expire on December 31, 2027. (No Fiscal Impact)

### **BACKGROUND**

There are currently four vacancies due to term expiration and resignations on the Napa/Solano Area Agency on Aging Oversight Board. The County Executive Office advertised the vacancies and received one application from Mary G. Palmer.

In order to best meet the needs of the seniors of Napa County, the Area Agency on Aging serving Napa and Solano Oversight Board includes two members of the public from each County. One member must be at least 60 years of age. The second representative is considered the at-large representative, and will have voting rights every other year, alternating with the at-large representative from Solano County. This will allow the best possible representation for our seniors.

The Oversight Board will be responsible for reviewing data collected and approving a 4-year area plan, as well as recommending contracted services to implement that plan. The Oversight Board will be supported by a 16-member advisory council, and staff support will be provided by Solano County, as the lead administrative agency for the AAA. While only 26% of the senior population in the two counties resides in Napa County, we have equal representation on both the Oversight Board and the Advisory Council to ensure quality services to our seniors.

### **Requested Action:**

Reappoint Mary G. Palmer to the Napa/Solano Area Agency on Aging Oversight Board.

**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.



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A Commitment to Service

County Executive Office

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Napa, CA 94559  
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Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

November 20, 2024

Mary G. Palmer

[REDACTED]  
Yountville, CA 94599  
[REDACTED]

Re: Napa/Solano Area Agency on Aging Oversight Board

Dear Mary:

You have been a valued member of the Napa/Solano Area Agency on Aging Oversight Board representing Senior Community. The term of your position expires on December 31, 2024. If you wish to request reappointment for a 2-year term, please check the following box:

Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa/Solano Area Agency on Aging Oversight Board for the term commencing immediately and expiring December 31, 2026.

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application:

=====

- I confirm that all the information on my last application is current.
- Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<http://ca-napacounty.civicplus.com/1420/Committees-Commissions>

After checking the appropriate boxes, sign and date on the lines below and return this letter to the County Executive Office by mail or email no later than Friday, December 13, 2024.

Mary G. Palmer  
SIGNATURE

Nov. 3, 2024  
DATE

COUNTY EXECUTIVE OFFICE  
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4580

[www.countyofnapa.org](http://www.countyofnapa.org)

**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?**

Napa Solano Area Agency on Aging Oversight Board: Submitted

**Category of Membership for Which You Are Applying**

Senior Community Representative

**Profile**

Mary \_\_\_\_\_ G \_\_\_\_\_ Palmer \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Yountville \_\_\_\_\_ CA \_\_\_\_\_ 94599 \_\_\_\_\_  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 3

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_  
Primary Phone

n/a  
Employer

n/a  
Job Title

n/a  
Occupation

## Education/Experience

BA Dunbarton College of the Holy Cross, Wash., DC M ed Arizona State University, Tempe, AZ  
Napa County Commission on Aging Member IHSS Advisory Board Current member of Napa  
Solano Area Agency on Aging Oversight Board

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

Robert L. Palmer, Lawyer

---

## Resume

[Palmer\\_let.docx](#)

Upload a Resume

[Palmer\\_let.docx](#)

Letter of Recommendation or Supplemental Attachments

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

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

N [redacted] eskin-Anderson [redacted] Marc Frankenstein [redacted] Celine Regalia [redacted]

---

## Community Participation

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

I am very involved with Napa County senior citizens issues. This Board needs representation from Napa County and I feel like I would be a good fit to represent Napa.

### Nature of activity and community location

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

Napa County Commission on Aging, member IHSS Advisory Board, member

## 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)

n/a

---

**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)**

Mary G Palmer

**Date**

12/3/2024

December 7, 2021

Napa/Solano Area Agency on Aging  
Attn: Executive Director Elaine Clark

Dear Ms. Clark:

I am writing to recommend Mary Palmer as a member of the Oversight Board for your agency. I have worked with Mary since she served on the AAA Advisory Council and the Napa County Commission on Aging for a number of years.

The Board will be well served by Mary. She is dedicated, diligent and devoted to the issues facing our older adults and I can think of no one more qualified.

Heather Stanton





# 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:** 1/14/2025

**File ID #:** 25-43

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins - Clerk of the Board  
**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II  
**SUBJECT:** Reappointments to the Napa County Law Library Board of Trustees

---

### **RECOMMENDATION**

Reappoint James V. Jones, for a tenth term, as Trustee for the Bar Association, and Anthony Halstead, for a fourth term, as Trustee for the Board of Supervisors, to the Napa County Law Library Board of Trustees with the terms of office to commence immediately and expire December 31, 2025. (No Fiscal Impact)

### **BACKGROUND**

There are currently two vacancies on the Napa County Law Library Board of Trustees due to expiring terms, one representing Trustee for the Chair of the Board of Supervisors and one representing Trustee for the Bar Association. The County Executive Office advertised the vacancies and received two reappointment requests from James V. Jones and Anthony Halstead.

Pursuant to Business and Professions Code Section 6300, in each county of the State there is a law library that is governed by a Board of Law Library Trustees. Any judge who is an ex-officio or elected member may, at their option, designate a member of the Bar Association to act for them as a trustee. The Chair of the Board of Supervisors is ex officio as a trustee. The Board of Supervisors, at the request of the chair, may appoint a member of the State Bar, any other member of the Board of Supervisors of the County, or a resident of the County to serve as trustee in place of the Chair. The appointment of the person selected in place of the Chair of the Board of Supervisors shall expire when a new Chair of the Board of Supervisors is selected, and that appointment shall not be subject to the provisions of Section 6302.

The Board of Supervisors also appoints a trustee who is a member of the local bar association. Section 6302 of the Code calls for appointments to the Law Library Board of Trustees made by the Board of Supervisors to be made at the first meeting of the year of the Board of Supervisors in the succeeding January and last for a term of one year. These appointments will be calendared for the first meeting each year. Pursuant to the Business and Professional Code, the local bench has elected to have four members serve as trustees.

The Napa County Law Library Board of Trustees consists of the following:

- Four Superior Court Judges as Ex-Officio Members
- One Chair of the Board of Supervisors
- One Member of the Bar Association

Requested Action:

Reappoint James V. Jones and Anthony Halstead to the Napa County Law Library Board of Trustees.

**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.



A Tradition of Stewardship  
A Commitment to Service

November 25, 2024

James V. Jones

[Redacted]  
Napa CA 94558  
[Redacted]

**Re: Napa County Law Library Board of Trustees**

Dear Mr. Jones:

The term of your position representing the Napa County Law Library Board of Trustees expires on December 31, 2024.

If you wish to request reappointment, please check the boxes below, sign where indicated, and return this letter to the County Executive Office. When the letter has been returned, your name will be forwarded to the Board of Supervisors for consideration for reappointment to another one-year term, as you have been a valued member of the Napa County Law Library Board of Trustees.

If any of the information on your last application for appointment has changed or is 5 years or older please contact the Napa County Executive's Office to obtain a new application and submit the completed new application when returning this letter.

-----

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Law Library Board of Trustees for the term commencing immediately and expiring December 31, 2025.
- I confirm by signing below that all the information on my application is current; or
- Some of the information on my prior application is no longer correct. A new application is attached.

James V. Jones  
SIGNATURE

12-16-24  
DATE

**COUNTY EXECUTIVE OFFICE**  
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4580  
[www.countyofnapa.org](http://www.countyofnapa.org)

County Executive Office

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Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

**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?**

Napa County Law Library Board of Trustees: Submitted

**Category of Membership for Which You Are Applying**

Trustee

**Profile**

James V. Jones  
First Name Middle Initial Last Name

[Redacted] Email Address

[Redacted] Home Address Suite or Apt

Napa CA 94558  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 4

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

[Redacted] Primary Phone

Employer

Attorney

Job Title

Attorney at Law- Low Income  
Housing Developer

Occupation

---

## Education/Experience

Attorney at law since December 1967; Vice Mayor of City of Napa 1975; Low-income housing developer since 2004.

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

Sandra Jones

---

## Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

CA State Bar 40883 CA 1/31/24 Dpt. Hsing & Comm. Dev. DL1109552 1/31/25

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

Judge Victoria Wood- [REDACTED]; Jim Nord- [REDACTED] Ryan Gregory [REDACTED]

---

## Community Participation

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

. I desire to continue my membership on this Board.

## Nature of activity and community location

---

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

Past Pres. Napa Co. Bar Assn., Napa City Council 1972-1976, Past Pres. Napa Kiwanis Club, Pres. First Pres. Ch. of Napa Corp

## 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.

---

## 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 V. Jones

Date

---

12/29/2023



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A Commitment to Service

County Executive Office

1195 Third Street, Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

November 25, 2024

Anthony Halstead  
[Redacted]

Napa CA 94559  
[Redacted]

**Re: Napa County Law Library Board of Trustees**

Dear Mr. Halstead:

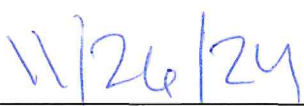
The term of your position representing the Napa County Law Library Board of Trustees expires on December 31, 2024.

If you wish to request reappointment, please check the boxes below, sign where indicated, and return this letter to the County Executive Office. When the letter has been returned, your name will be forwarded to the Board of Supervisors for consideration for reappointment to another one-year term, as you have been a valued member of the Napa County Law Library Board of Trustees.

If any of the information on your last application for appointment has changed or is 5 years or older please contact the Napa County Executive's Office to obtain a new application and submit the completed new application when returning this letter.

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Law Library Board of Trustees for the term commencing immediately and expiring December 31, 2025.
- I confirm by signing below that all the information on my application is current; or
- Some of the information on my prior application is no longer correct. A new application is attached.

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

**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**

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**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?**

Napa County Law Library Board of Trustees: Submitted

**Category of Membership for Which You Are Applying**

Chairman of the Board of Supervisors

**Profile**

Anthony \_\_\_\_\_ Halstead \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94559  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 1

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_  
Primary Phone



County of Napa

Employer

Director of Library Services &  
Community Outreach

Job Title

Librarian

Occupation

## Education/Experience

Master's of Science - Information Studies, BA in English; 26 years experience working in and with public libraries, last 15 at the Napa County Library

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

ANTHONY HALSTEAD

## Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Becky Craig- [REDACTED] Jon Gjestvang- [REDACTED] Neha Hoskins- [REDACTED]

## Community Participation

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

The Napa County Library serves the entirety of Napa County's residents. We are a general use library and attempt to assist the public with whatever questions they may have - including those around legal issues. Once our skills, abilities and resources are exhausted, we refer people to other, more specialized services. This includes the Napa County Law Library. Additionally, post South Napa earthquake in 2014, the Law Library had a small collection of materials moved to our location and their Law Librarian was also stationed in our Napa Library location. Because of the ongoing nature of our work and the temporary location post-earthquake, our library is in the perfect position to help support those using the Law Library by ensuring that it has the proper resources and staffing expertise to meet the needs of both professional lawyers and the general public in search of answers to legal questions. Additionally, our extensive experience with programming and outreach could allow the Law Library to expand public awareness and encourage wider use to help support those in our community.

## Nature of activity and community location

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

---

As Library Director, I currently sit on two different groups: I am the County's representative for the North Bay North Coast Broadband Consortium (NBNCBC). This group works towards increasing awareness and access to broadband connectivity in our community. Additionally, I serve as an Executive Committee member for the Northnet Library System, a regional consortium consisting of 40 public libraries and 2 academic libraries.

**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)**

---

---

**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)**

---

Anthony J Halstead

**Date**

---

01/03/2024



# 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:** 1/14/2025

**File ID #:** 25-45

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins - Clerk of the Board  
**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board  
**SUBJECT:** Reappointment and Appointments to the First 5 Napa County Children and Families Commission

---

### **RECOMMENDATION**

Reappoint Vanessa M. Rubio and Juan Cisneros, both for a second term, to the First 5 Napa County Children and Families Commission with the terms of office to commence immediately and expire January 1, 2028. (No Fiscal Impact)

### **BACKGROUND**

There are currently two vacancies due to expiring terms on the First 5 Napa County Children and Families Commission. The County Executive Office advertised the vacancies and received two applications from Vanessa M. Rubio and Juan Cisneros.

On March 2, 1999, the Board of Supervisors adopted Ordinance No. 1154 establishing a nine-member commission known as the Napa County Children and Families First Commission to meet the requirements of the California Children and Families First Act of 1998. Pursuant to the Act, the Commission developed and adopted a County Strategic Plan and will continue to promote and implement the plan for local early childhood development programs consistent with the goals and objectives of the California Children and Families First Act as set forth in the Health and Safety Code.

The nine-member Commission consists of the following categories:

- a. Two members selected from among the County Health Officer and persons responsible for management of County functions pertaining to children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse treatment services (commonly referred to as "County Representatives");
- b. One member of the Board of Supervisors; and
- c. Six members selected from among the services described in "a" above and persons from the following





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Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

November 25, 2024

Vanessa M. Rubio

[Redacted]

Napa, CA 94559

[Redacted]

Re: **First 5 Napa County Children and Families Commission**

Dear Vanessa:

You have been a valued Member of the First 5 Napa County Children and Families Commission. The term of your position expires on January 1, 2025. If you wish to request reappointment for another 4-year term, please check the following box:

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the First 5 Napa County Children and Families Commission for the term commencing immediately and expiring January 1, 2029.

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application:

=====

- I confirm that all the information on my last application is current.
- Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

[Committees & Commissions | Napa County, CA \(countyofnapa.org\)](http://www.countyofnapa.org)

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail or email.**

Vanessa M. Rubio  
SIGNATURE

11-25-2024  
DATE

**COUNTY EXECUTIVE OFFICE**  
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4580  
[www.countyofnapa.org](http://www.countyofnapa.org)

**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?**

Napa County First 5 Children and Families Commission: Submitted

**Category of Membership for Which You Are Applying**

Membership C

**Profile**

Vanessa \_\_\_\_\_ M \_\_\_\_\_ Rubio \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94559 \_\_\_\_\_  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 1

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_  
Primary Phone

**Education/Experience**

I have been working in the social services field for a decade now. My initial years were spent working with children who had been exposed to domestic violence. Later, I shifted my focus to adolescents aged between 12 to 18 years old and worked in the domain of behavioral health and substance abuse prevention education. Currently, I am focusing on providing administrative and technical support to Napa Valley school districts. I am responsible for assisting with their systems, community school planning, and implementation.

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

Nicholas Mabanta- Hospitality, Clos Du Val Winery

**Resume**

[Vanessa Rubio 2023 Resume New.pdf](#)

Upload a Resume

[VRM LOR.pdf](#)

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.**

Guadalupe Aguayo- [REDACTED] Sara Sitch- [REDACTED] Johana Navarro- [REDACTED]

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

Ever since I turned 18, I have been an active member of my community. I have spent most of my time at community resource fairs, aiding our Latinx community in accessing important information and resources. While I have worked in direct service with people over the past five years, my new professional role is more technical and administrative, which provides me with a lot more flexibility in terms of time. I now have the desire to join a commission for the first time. By joining the commission, I can be part of the decision-making system that promotes advocacy, inclusivity and supports for families. I feel grateful to be a part of the Third Cohort of the First Five Napa Network. This experience has given me the opportunity to learn about the diverse and evolving needs of our community through a system-level approach. My personal values center around supporting the growth, development, and well-being of the community in Napa. I grew up in Napa County with a single parent who received systems support when I was between the ages of 2 and 5 years old. Now, I am excited to apply for a commission where my voice can make a difference in the lives of young children and families who choose to raise a family in Napa.

**Nature of activity and community location**

---

Participation: Community Resource Fairs in Napa County First 5 Napa Network Cohort 3 NCOE-  
Footsteps to Brilliance Outreach NEWS- Keds Program Volunteer

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

---

N/A

**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)**

---

N/A

---

**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)**

---

Vanessa M. Rubio

**Date**

---

1/3/24



# Vanessa M. Rubio

Napa County Office of Education Program Planner, Community Schools.

Napa, CA 94559

## EXPERIENCE

### **Napa County Office of Education** — *Program Coordinator II*

2017 - Present

Responsible for implementing and overseeing the Mariposa and Bridging Brothers program that falls under a culturally responsive prevention program within NCOE, including school and community based programs.

### **Napa County Office of Education** — *Program Assistant*

2015 - 2017

Responsible for implementing weekly students support groups and assisting to provide Tobacco Use Prevention education county wide. Attends Napa CARES Network to collaborate with partner agencies.

### **Kids Exposed to Domestic Violence (KEDS)** — *Internship*

2014 - 2015

Support program to help children and families heal from exposure to domestic violence and prevent future violence. Responsible for assisting case plans that include multiple children service providers, school and family resources. Supported with outreach and education events.

## EDUCATION

### **Napa Valley College**

Present

Completing AA with an emphasis in social and behavioral sciences.

### **North Bay Schools Insurance Authority**

2022- 2023

Developing Supervisory Excellence: A strengths- Based approach Certification

### **65 Hour Domestic Violence & Sexual Assault Counselor Course Work**

2014 - 2015

Qualified Domestic Violence Counselor and Sexual Assault Counselor by the State of California CAL-EMA

## SKILLS

Advocacy

Cultural Humility

Organization

Decision- Making

Proficiency in Microsoft Word, Excel, Outlook, Powerpoint, Google Docs

## AWARDS & Recognition

Equity Award-NCOE Core Values

Prevention Champions Award

2022-23 NBSIA Developing Supervisory Excellence

Mitigating Racial Bias

## LANGUAGES

English and Spanish.

## PROJECTS & COMMITTEES

### **Diversity Equity and Inclusion eLearning Modules — 2021**

As an ambassador of DEI Committee, responsible for supporting elearning modules to provide all staff with shared basic knowledge of diversity, equity and inclusion.

### **Napa CARES Network — Present**

Leads County wide collaborative which focuses on bridging together a group of dedicated school partners in an effort to provide peer to peer youth campaigns, resources and advocacy in prevention campaigns.

### **First 5 Napa County Network Cohort 3 — 2023**

A cross-sector network focused on tackling the most intractable challenges on the path to creating a better future for ALL Napa County's children, 0-5, and families.

### **Social Emotional Learning Champion — Present**

Committee Aims to Integrate a system of social emotional learning practices to cultivate a safe space within our department.

**Guadalupe Aguayo**

[REDACTED], West Sacramento, CA 95605 | [REDACTED]

January 4<sup>th</sup>, 2024

First 5 Napa County  
1301 Jefferson Street, #100A  
Napa, CA 94559

To Whom It May Concern:

It is with immense confidence and pleasure that I recommend Vanessa Rubio-Mabanta for a commission position with First 5 Napa Network.

I have worked with Vanessa since 2020 within her previous role as the Mariposa/Bridging Brothers Program Manager. Vanessa's passion for early prevention and intervention is clearly apparent in her fierce educational advocacy and in the initiative she demonstrated in launching several supplementary student resources and programs. Vanessa demonstrates incredible drive, and in my time working with her she has successfully implemented Florecer, a program that creates pathways for youth interested in the Early Childhood field; Ballet-Folklorico, an underrepresented cultural extracurricular; and expanded Mariposa into several elementary schools. She is locked into the needs of the students in our community and coordinates opportunities to close the gap in educational disparities.

Beyond her performance as a Program Manager, Vanessa's most special and distinguishing quality is her natural ability to create genuine, deep connections with each student. The way students look to her for advice, honest truth, and a safe place to vent is a testament to her unrivaled ability to connect with students. She has years of experience empowering students to lay the foundation for them to thrive in new and innovative ways.

I am confident in Vanessa's reliability, advocacy, and vision for the future. I recommend Vanessa without hesitation and am confident that she will be an asset to the commission.

Warmly,



Guadalupe Aguayo  
Project Manager  
Aldea, Inc.



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County Executive Office

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Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

November 25, 2024

Juan Cisneros

[Redacted]  
Napa, CA 94558  
[Redacted]

**Re: First 5 Napa County Children and Families Commission**

Dear Juan:

You have been a valued Member of the First 5 Napa County Children and Families Commission. The term of your position expires on January 1, 2025. If you wish to request reappointment for another 4-year term, please check the following box:

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the First 5 Napa County Children and Families Commission for the term commencing immediately and expiring January 1, 2029.

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application:

=====

- I confirm that all the information on my last application is current.
- Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

[Committees & Commissions | Napa County, CA \(countyofnapa.org\)](http://www.countyofnapa.org/committees-commissions)

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail or email.**

Digitally signed by Juan Cisneros  
DN: cn=Juan Cisneros, o=Child Start, Inc.,  
ou=Executive Director,  
email=jcisneros@childstartinc.org, c=US  
Date: 2024.12.16 16:49:55 -0800

SIGNATURE

12-16-2024

DATE

**COUNTY EXECUTIVE OFFICE**  
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4580  
[www.countyofnapa.org](http://www.countyofnapa.org)

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

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**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?**

Napa County First 5 Children and Families Commission: Submitted

**Category of Membership for Which You Are Applying**

Member at Large

**Profile**

Juan \_\_\_\_\_ Cisneros \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_ \_\_\_\_\_  
Email Address

\_\_\_\_\_ \_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94558  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 5

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

\_\_\_\_\_ \_\_\_\_\_  
Primary Phone

Child Start Inc

Employer

Executive Director

Job Title

Executive Director

Occupation

**Education/Experience**

26 years of Head Start experience working with low-income families with children between the ages of 0 to 5 years MA in Organizational Leadership Graduate Certificate in Business Administration BA in Sociology

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

Partner: Ken Wood, Senior Network Engineer for Charles Schwab

**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.**

D. bie Peralez: [REDACTED]; Marlana Garcia: [REDACTED]; Joelle Gallagher: [REDACTED]

**Community Participation**

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

My entire career and passions align with the work and mission of First 5 Napa, tackling the most intractable issues facing children and families and promoting policy with an equity lens. Growing up in an immigrant, migrant farmworking family, I understand the hardships and needs of this community and hope to be a voice that promotes racial equity and justice for this community, as well as to all communities.

**Nature of activity and community location**

Napa County: First 5 Napa Cohort Parent Child Advocacy Network, Board President Resilient Napa Committee Napa Coalition of Non-Profits Napa Valley Community Foundation - External Affairs Committee Alianza de la Comunidad Napa Valley Language Academy Council North Bay Unity League Solano County: Solano Children’s Alliance, President Solano County Child Abuse Prevention Council, President Solano Kids Thrive Solano County Parenting Partnership Vallejo Basic Needs Consortium The Outreach Network

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

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N/A

**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)**

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None

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**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**

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**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)**

---

Juan Cisneros

**Date**

---

12/17/2024



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 24-2123

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**TO:** Board of Supervisors  
**FROM:** Sheryl L. Bratton, County Counsel  
**REPORT BY:** Jo Ann Parker, Deputy County Counsel  
**SUBJECT:** Adoption of an Ordinance Amending Ordinance No. 1452 and modifying Napa County Code Chapter 2.106

---

### **RECOMMENDATION**

Adopt an Ordinance amending Ordinance No. 1452 and modifying Napa County Code Chapter 2.106 Title 2 (Administration and Personnel) on establishing a Juvenile Camp in Napa County to change the name of the Napa Juvenile Camp to Skyline Academy. (No Fiscal Impact)

### **BACKGROUND**

In January 2020, Ordinance 1452 was adopted adding Chapter 2.106 to the Napa County Code Title 2 (Administration and Personnel) establishing the New Horizon Academy, a Juvenile Camp Facility, as an alternative to group homes.

On September 3, 2024, Probation's pilot juvenile camp with a new program and services transitioned to a fully operational Board of State and Community Corrections approved juvenile camp program to serve as an alternative to a secure juvenile treatment facility, as a transition program from a secure juvenile treatment facility to a less restrictive program and as an alternative to out-of-county short term residential treatment programs. Since September 3, 2024, the new Napa Juvenile Camp program has been informally referenced as Skyline Academy in documents and court orders to distinguish it from the former New Horizons Academy.

The proposed ordinance amends Napa County Code Chapter 2.106 to change the name of the Napa County Juvenile Camp from New Horizons Academy to Skyline Academy. The ordinance would be effective retroactive to September 3, 2024, when the approved juvenile camp program began operations.

The proposed ordinance was introduced at the Board of Supervisors' December 17, 2024, regular meeting after



proper public notice was given.

Staff is requesting the Board adopt the proposed ordinance to amend Chapter 2.106 as set forth in the Attachment.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested name change has no fiscal impact.
Is the general fund affected?	No
Future fiscal impact:	The requested name change has no fiscal impact and does not affect the funding stream.
Consequences if not approved:	The new program would not be distinguished from the former New Horizons juvenile camp and documents and orders referencing Skyline Academy may have to be amended.

**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.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AMENDING CHAPTER 2.106 TO TITLE 2  
(ADMINISTRATON AND PERSONNEL) OF THE NAPA COUNTY  
CODE, RELATING TO THE RETITLING OF A JUVENILE CAMP IN  
NAPA COUNTY**

The Board of Supervisors of Napa County, State of California, ordains as follows:

**WHEREAS**, this Board of Supervisors adopted Ordinance No. 1452, which added Chapter 2.106 to Title 2 (Administration and Personnel) of the Napa County Code on January 14, 2020, and established a Juvenile Camp in Napa County. Per Ordinance No. 1452, the camp was known as the *New Horizons Academy* and was so designated in court orders and other official documents; and

**WHEREAS**, Probation has developed a new camp program offering several enhanced and transition services that are individualized, culturally competent, trauma informed and designed to address the needs of youths serving long-term commitments;

**WHEREAS**, Probation has selected Skyline Academy as the new name for the new camp program to distinguish this new program from the former camp program operated under the name *New Horizons Academy*;

**WHEREAS**, Chapter 2.106 to Title 2 (Administration and Personnel) of the Napa County Code must be amended to reflect the new name so that the camp may be designated as *Skyline Academy* in court orders and other official documents.

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

**NOW THEREFORE**, The Napa County Board of Supervisors, State of California,  
ordains as follows:

**SECTION I.** Chapter 2.106 to Title 2 (Administration and Personnel) of the Napa County  
Code is hereby amended to read in full as follows:

**2.106.010 Establishment of a juvenile camp in Napa County.**

There is hereby created and established, pursuant to the provisions of Section 880 et seq. of the Welfare and Institutions Code of the State of California, a juvenile camp for Napa County. Said camp shall be known as the Skyline Academy and may be so designated in court orders and other official documents. Said camp shall be situated at the Napa County Juvenile Hall, located at 212 Walnut Street, Napa, California. The internal affairs of said camp shall be under the management and control of the county chief probation officer. Said camp shall be under the charge and supervision of a Superintendent or designee as named, selected and appointed by the chief probation officer, subject to confirmation by the board of supervisors. All other personnel at such camp shall be selected and appointed by the chief probation officer.

**SECTION II.** 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 the provisions be declared invalid.

**SECTION III.** This ordinance shall be effective thirty (30) days from and after the date of its passage, but shall apply retroactively starting September 3, 2024, to align with the informal change of name of the camp.

**SECTION IV.** 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 introduced and read at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 17th day of December 2024, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the \_\_\_\_ day of \_\_\_\_\_, 202\_, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/S/ Jo Ann Iwasaki Parker</u> Deputy County Counsel</p> <p>By: <u>/S/ Brandon Aguilera</u> Code Compliance</p> <p>Date: <u>12/17/2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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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 2.106 TO TITLE 2  
(ADMINISTRATON AND PERSONNEL) OF THE NAPA COUNTY  
CODE, RELATING TO THE RETITLING OF A JUVENILE CAMP IN  
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**WHEREAS**, Probation has developed a new camp program offering several enhanced and transition services that are individualized, culturally competent, trauma informed and designed to address the needs of youths serving long-term commitments;

**WHEREAS**, Probation has selected Skyline Academy as the new name for the new camp program to distinguish this new program from the former camp program operated under the name New Horizons Academy;

**WHEREAS**, Chapter 2.106 to Title 2 (Administration and Personnel) of the Napa County Code must be amended to reflect the new name so that the camp may be designated as Skyline Academy in court orders and other official documents.

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ordains as follows:

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Code is hereby amended to read in full as follows:

**2.106.010 Establishment of a juvenile camp in Napa County.**

There is hereby created and established, pursuant to the provisions of Section 880 et seq. of the Welfare and Institutions Code of the State of California, a juvenile camp for Napa County. Said camp shall be known as the ~~New Horizons~~Skyline Academy and may be so designated in court orders and other official documents. Said camp shall be situated at the Napa County Juvenile Hall, located at 212 Walnut Street, Napa, California. The internal affairs of said camp shall be under the management and control of the county chief probation officer. Said camp shall be under the charge and supervision of a Superintendent or designee as named, selected and appointed by the chief probation officer, subject to confirmation by the board of supervisors. All other personnel at such camp shall be selected and appointed by the chief probation officer.

**SECTION II.** 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 the provisions be declared invalid.

**SECTION III.** This ordinance shall be effective thirty (30) days from and after the date of its passage, but shall apply retroactively starting September 3, 2024, to align with the informal change of name of the camp.

**SECTION IV.** 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 introduced and read at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 17th day of December 2024, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the \_\_\_\_ day of \_\_\_\_\_, 202\_, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/S/ Jo Ann Iwasaki Parker</u> Deputy County Counsel</p> <p>By: <u>/S/ Brandon Aguilera</u> Code Compliance</p> <p>Date: <u>12/17/2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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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



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-68

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**TO:** Board of Supervisors  
**FROM:** Sheryl L. Bratton, County Counsel  
**REPORT BY:** Thomas C. Zeleny, Chief Deputy  
**SUBJECT:** Amendment No. 7 to Agreement No. 190183B with Downey Brand, LLP for legal services related to the California Public Utilities Commission

---

### **RECOMMENDATION**

Approve and authorize Amendment No. 7 to Agreement No. 190183B with the law firm of Downey Brand, LLP for legal services and representation at the California Public Utilities Commission (CPUC), to adjust the hourly rates for calendar year 2025. (Fiscal Impact: negligible; General Fund; Budgeted; Discretionary).

### **BACKGROUND**

Attorney Megan Somogyi has represented Napa County jointly with other public agencies at the CPUC since 2018. She is with the law firm of Downey Brand, LLP, but was with the law firm of Goodin, MacBride, Squeri & Day, LLP when first retained by the County. Goodin's CPUC regulatory group moved to Downey Brand in 2021. Ms. Somogyi's representation relates primarily to CPUC proceedings involving Pacific Gas & Electric Company, including wildfire mitigation plans, public safety power shutoffs, "fast-trip" devices, microgrids and resiliency strategies, and related CPUC investigations. Ms. Somogyi jointly represents Napa County and anywhere from two to ten other public agencies (depending on the proceeding) at the CPUC. This reduces the County's cost of legal representation by splitting her cost with the other public agencies.

This Amendment No. 7 will increase the hourly rates of the firm's attorneys for calendar year 2025. The hourly rates will increase from \$600 to \$650 for services provided jointly to the County and other public agencies, from \$495 to \$515 for legal services provided only to the County, and from \$410 to \$420 and from \$310 to \$350 for two associates of the firm. The maximum annual compensation under the Agreement remains at \$75,000 per fiscal year.

Ms. Somogyi provides valuable assistance to the County Counsel's Office, serving as our "eyes and ears" at the



CPUC and alerting us to proceedings that could affect Napa County and its residents.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - County Counsel
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Ms. Somogyi engages almost entirely in the practice of law before the CPUC and has demonstrated success and experience in that arena.
Is the general fund affected?	Yes
Future fiscal impact:	Maximum annual contract amount remains the same. Only the hourly rates are increasing.
Consequences if not approved:	Legal services in the CPUC proceedings would be provided by County Counsel staff.

**ENVIRONMENTAL IMPACT**

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

**AMENDMENT NO. 7  
TO NAPA COUNTY AGREEMENT NO. 190183B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 7** to the Professional Services Agreement for legal services designated as Napa County Agreement No. 190183B (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Napa County (County), a political subdivision of the State of California, and Downey Brand, LLP (Contractor), whose mailing address is 455 Market Street, Suite 1500, San Francisco, CA 94105.

**RECITALS**

- A.** On December 11, 2018, County engaged the specialized legal services of Goodin, MacBride, Squeri & Day, LLP (Goodin MacBride), as authorized by Government Code section 31000, to represent County in California Public Utilities Commission (CPUC) proceedings relating to Pacific Gas & Electric Company (PG&E).
- B.** The number of CPUC proceedings and the scope of the issues to be addressed in those proceedings by Goodin MacBride led to the need to enter into Amendment No. 1 to the Agreement, approved by the County Board of Supervisors on February 26, 2019 (“Amendment No. 1”), which increased the maximum compensation payable by County to Goodin MacBride from \$67,000 to \$120,000.
- C.** The Board of Supervisors authorized Amendment No. 2 to the Agreement on July 9, 2019, to address potential impacts of PG&E improvements to the Fulton-Calistoga electrical transmission line and a natural gas pipeline project along Highway 29, increasing the maximum compensation payable by County to Goodin MacBride from \$120,000 to \$200,000.
- D.** The Board of Supervisors authorized Amendment No. 3 to the Agreement on October 15, 2019, to increase the hourly rate of Ms. Somogyi, Goodin MacBride’s primary attorney assigned to provide services to the County, to \$425 per hour only for Phase 2 of the PSPS proceeding (R-18-12-005) due to increasingly complex issues raised by that proceeding at the CPUC.
- E.** The Board of Supervisors authorized Amendment No. 4 to the Agreement on December 15, 2020, to amend the Agreement to redirect remaining funds set aside for Amendment No. 2 towards other CPUC proceedings, to retroactively increase the hourly rate for Ms. Somogyi for the Phase 2 PSPS proceeding to capture the net increase cost to the County of \$7.90 per hour, and to retroactively increase the hourly rate for Ms. Somogyi for all other CPUC proceedings to capture the net increase cost to the County of between \$2.50 and \$10 per hour.
- F.** The Board of Supervisors authorized Amendment No. 5 to the Agreement on June 8, 2021, to amend the Agreement to extend the term until June 30, 2022, with up to two one-year extensions, and to increase the maximum compensation for continued legal representation in CPUC proceedings.

- G. On October 1, 2021, Goodin MacBride’s CPUC regulatory group moved to the law firm of Downey Brand, LLP (Contractor), and the County consented to the assignment of this Agreement to Contractor by letter dated December 1, 2021.
- H. The Board of Supervisors authorized Amendment No. 6 to the Agreement on June 25, 2024, to amend the Agreement to extend the term until June 30, 2026.
- I. The parties desire to amend the Agreement to increase the hourly rates from \$600 to \$650 for services provided jointly to the County and other public agencies, from \$495 to \$515 for legal services provided only to the County, and from \$410 to \$420 and from \$310 to \$350 for two associates of the firm.

**NOW THEREFORE**, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, the County and the Contractor agree to amend the Agreement as follows:

**TERMS**

- 1. Paragraph 4, “Compensation,” is amended to read as follows:

- 4. Compensation.**

- (a) Rates. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor at the rates set forth in Exhibits A, A-3, A-4, A-6 or A-7 (depending on the date services are provided), which are hereby incorporated by reference. For services rendered by Contractor for the joint and common benefit of the County and other public agency clients, Contractor shall invoice each of the represented entities a proportionate share based on the total number of public agency clients in the particular CPUC proceeding. Contractor shall invoice County and each of the other public agency clients separately for any services that are specific to, or benefit only such public agency client.

- (b) Maximum Amount. Notwithstanding subparagraph (a), the maximum payments under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000) through June 30, 2022, provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered. The maximum amount shall not exceed Seventy-Five Thousand Dollars (\$75,000) per fiscal year after June 30, 2022.

- (c) Expenses. Expenses and costs for which Contractor intends to seek reimbursement shall be subject to approval in advance by County through written consent of Napa County Counsel before such costs or expenses are incurred.

- 3. The Agreement is amended to add Exhibit A-7 attached hereto and hereby incorporated by reference. Contractor shall be compensated in accordance with Exhibit A-7 instead of the compensation schedules set forth in Exhibits A, A-3, A-4 or A-6 for services provided on or after the effective date of this Amendment No. 7.

- 4. This Amendment represents all the changes to the Agreement agreed to by County and Contractor. No enforceable oral representations or other agreements have been made by the

parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment shall remain in full force and effect.

5. This Amendment 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 Amendment No. 7 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by the Contractor through its duly authorized officer.

DOWNEY BRAND, LLP

By 

MEGAN SOMOGYI, 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  By: <u>Thomas C. Zeleny</u> Deputy County Counsel  Date: <u>December 9, 2024</u>	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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**EXHIBIT A-7**

**COMPENSATION AND FEE SCHEDULE**

The following hourly rates shall apply to services provided on after the effective date of Amendment No. 7 to the Agreement:

Attorney	Rate (\$/hour)
Megan Somogyi	\$650 (for services provided jointly to County and at least one other agency)
Megan Somogyi	\$515 (for services provided only to County)
Christopher Marelich	\$350
Breana Inoshita	\$420



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 1/14/2025

File ID #: 24-2129

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**TO:** Board of Supervisors  
**FROM:** Brian Ham, Division County Fire Chief  
**REPORT BY:** Stacie McCambridge, Staff Services Manager  
**SUBJECT:** Budget Amendment and Increase in Capital Asset for 2021 Ford Expedition

---

**RECOMMENDATION**

Approve an increase of capital assets and a Budget Amendment to increase appropriations by \$5,200 in the Fire Operations to pay vehicle taxes on a Ford Expedition command vehicle purchased from Cordelia Fire District. (Fiscal Impact: \$5,200 Expense; Fire Fund, Not Budgeted: Discretionary)

[4/5 vote required]

**BACKGROUND**

On August 20, 2024, the Board of Supervisors approved the purchase of a Ford Expedition from the Cordelia Fire District. This fire district is consolidating with the neighboring City of Fairfield and liquidating their District assets.

County Fire has taken possession of the vehicle and is now responsible for paying vehicle tax of \$5,200 to the Department of Motor Vehicles to register the vehicle. The original sales price of the vehicle was \$60,000. At the time of the request for purchase, the DMV charges were not considered.

Requested Action:

1. Approve a Budget Amendment increasing appropriations by \$5,200 in Fire Operations, Equipment (2100000-55400) offset by use of available fund balance and;
2. Increase of capital assets in the amount of \$5,200 on a purchased Ford Expedition command vehicle.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Funds to be transferred from Fire’s Fund Balance
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The vehicle was approved by the Board of Supervisors on agenda item 24-1397. This request will allow the DMV taxes to be paid to register the vehicle now in possession.
Is the general fund affected?	No
Future fiscal impact:	All future costs will be supported by the Fire Protection Fund (2100).
Consequences if not approved:	The purchased vehicle would sit idle due to no valid registration.

**ENVIRONMENTAL IMPACT**

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



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-16

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**TO:** Board of Supervisors  
**FROM:** Allison Haley - District Attorney  
**REPORT BY:** Sophie Johnson - Staff Services Manager  
**SUBJECT:** Resolution for Unserved/Underserved Victim Advocacy and Outreach Program

---

### **RECOMMENDATION**

Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program. (Fiscal Impact: \$196,906 Revenue; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

California Penal Code Sections 13835 through 13835.10 mandate that every county in the State of California be provided funding for comprehensive services for victims and witnesses. Funding is designed to help victims and witnesses of all types of crime by maintaining local centers that provide comprehensive assistance, including all legislatively mandated services. The District Attorney's Office began providing victim witness services in Fiscal Year 2010-2011. The Victim Services Division currently operates with funding provided primarily by grant subaward programs administered by the California Office of Emergency Services. Increased funding allocated under the federal Victims of Crime Act (VOCA) allows for expanded services to targeted populations. The Unserved/Underserved Victim Advocacy and Outreach (UV) Program grant provides funding for to assist victims of crime in the Latino population within the County.

Victim Witness Programs are required to perform 14 mandatory services: crisis intervention, emergency assistance, resource and referral assistance, direct counseling, victim of crime claims, property return, orientation to the criminal justice system, court escort, presentations and training to local criminal justice agencies, public presentations and publicity, case status and case dispositions, notification to family and friends, employer notification and intervention, and assistance with restitution. The following 10 optional services may be provided if they do not preclude the efficient provision of mandatory services: employer intervention, creditor intervention, child care, notification to witnesses of any change in the court calendar, funeral arrangements, crime prevention information, witness protection, assistance in obtaining temporary restraining orders, transportation, and provision of a waiting area during court proceedings separate from defendants and



families and friends of defendants. The Unserved/Underserved Victim Advocacy and Outreach (UV) Program grant subawards provide VOCA funding towards the Victim Witness Program Manager and Victim Witness Advocates to provide targeted services to Latino crime victims to enable improved access to services that are culturally and linguistically appropriate for this population

The County was awarded \$196,906 for this competitive grant effective January 1, 2023. The program is continuing to be offered in the coming period of January 1, 2025, through December 31, 2025, with federal funds of \$196,906. This grant requires a match of \$27,222, making the total project cost, \$224,128.

Approval of the Resolution will authorize the District Attorney to continue the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the calendar year of 2025. Today's recommended action will authorize the District Attorney to apply and sign for these grant subawards, including acceptance of additional funding, extensions, modifications or amendments thereof.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	District Attorney
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary as there is no mandate for the District Attorney's office to provide additional local services above the mandatory victim services handled through the Victim/Witness Assistance Program
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations have been included in the District Attorney's budget for Fiscal Year 2024-2025 and appropriations for future fiscal years will be budgeted accordingly
Consequences if not approved:	If this item is not approved, the District Attorney will not be able to obtain continued funding from the State of California for the provision of additional local services for Victims of Crime.

**ENVIRONMENTAL IMPACT**

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, FOR ACCEPTING AND RECEIVING FUNDING FOR  
THE UNSERVED/UNDERSERVED VICTIM ADVOCACY AND  
OUTREACH (UV) PROGRAM THROUGH THE CALIFORNIA OFFICE  
OF EMERGENCY SERVICES**

**WHEREAS**, the Napa County District Attorney’s Office was awarded a competitive grant by California Office of Emergency Services (CalOES) for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program to increase access to culturally appropriate victim services of the Latino population for unserved/underserved victims/survivors of crime.

**WHEREAS**, the Unserved/Underserved Victim Advocacy and Outreach (UV) Program is to be funded by CalOES through the federal Victims of Crime Act (VOCA).

**WHEREAS**, Napa County District Attorney’s office was awarded \$224,128, including a \$27,222 match for Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the period beginning January 1, 2025 and ending December 31, 2025.

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

1. The Board of Supervisors authorizes the Napa County District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions, and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the period beginning January 1, 2025 and ending December 31, 2025.

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u>          Deputy County Counsel</p> <p>Date: 12/17/24</p>	<p>APPROVED BY THE          NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____</p> <p>_____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-21

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**TO:** Board of Supervisors

**FROM:** Christine Briceño, Director of Human Resources

**REPORT BY:** Joy Cadiz, Staff Services Manager

**SUBJECT:** Adoption of a Resolution Amending the Departmental Allocation List for Information Technology Services, a Division of the County Executive Office

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### **RECOMMENDATION**

Adopt a Resolution to amend the Departmental Allocation List for Information Technology Services, a Division of the County Executive Office, with no net increase to full-time equivalents, effective January 18, 2025. (No Fiscal Impact; Discretionary)

### **BACKGROUND**

In 2017, Information Technology Services (ITS) began the digitization project which has successfully reduced the records center inventory by 50% and has completed several departmental projects. The digitization team is currently digitizing records for the Clerk of the Board, District Attorney's Office, and Planning, Building & Environmental Services.

The digitization team is comprised of five extra help Office Assistants who are led by a limited term Senior Office Assistant. The Senior Office Assistant's role on this team extends beyond managing the scanning process. The Senior Office Assistant leads the team, provides training, serves as a liaison with the ITS Records team, and facilitates communication with various departments for the scanned documents in OnBase, the electronic database.

Over the last seven years, the digitization project has transitioned from being a temporary initiative to an essential and permanent function within ITS which is evident by the steady flow of County records that require processing and scanning. Additionally, the digitization team expects to encounter an influx of documents stored within various departments as they reorganize under the facilities master plan.

The Senior Office Assistant is a limited term position with an expiration date of May 25, 2025, and has been budgeted through the end of the fiscal year. With digitization efforts shifting from projects to a permanent function, a regular full-time position is recommended and will continue to be budgeted.

Requested Action:

Adopt a Resolution to amend the Departmental Allocation List for Information Technology Services, a Division of the County Executive Office, by adding a 1.0 FTE Senior Office Assistant and deleting a 1.0 FTE Senior Office Assistant, Limited Term through May 25, 2025, effective January 18, 2025.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	42000-11
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Ongoing support of digitization efforts of County records.
Is the general fund affected?	No
Future fiscal impact:	The cost of salary and benefits for the remainder of the fiscal year is approximately \$9,800 and has been budgeted. The annualized cost of salary and benefits is approximately \$118,280 and will continue to be budgeted accordingly.
Consequences if not approved:	ITS will not be able to provide adequate levels of support needed within the Records subdivision. Approving this position will continue the significant progress of the digitization efforts being administered for Countywide digitization of records.

**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 INFORMATION TECHNOLOGY SERVICES, A DIVISION OF THE COUNTY EXECUTIVE OFFICE, EFFECTIVE JANUARY 18, 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 Director of Human Resources recommends that the proposed changes to the Departmental Allocation List for Information Technology Services, a Division of the County Executive Office, be implemented as set forth in Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED**, that effective January 18, 2025, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for Information Technology Services, a Division of the County Executive Office, 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 14<sup>th</sup> day of January 2025, by the following vote:

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

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

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

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

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: December 16, 2024</p>	<p>APPROVED BY THE NAPA          COUNTY          BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**

Director of Human Resources requests approval of the following actions to amend the Departmental Allocation List:

<b>Department</b>	<b>Budget Unit</b>	<b>Position Control #</b>	<b>Class Title</b>	<b>Effective Date</b>	<b>Change</b>
Information Technology Services	4200011	1011597	Senior Office Assistant (Limited Term through 5/25/2025)	1/18/2025	-1.0
Information Technology Services	4200011	1011597	Senior Office Assistant	1/18/2025	+1.0





Napa County  
Board Agenda Letter

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Board of Supervisors

Agenda Date: 1/14/2025

File ID #: 25-22

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**TO:** Board of Supervisors  
**FROM:** Christine Briceño, Director of Human Resources  
**REPORT BY:** Joy Cadiz, Staff Services Manager  
**SUBJECT:** Adoption of a Resolution Amending the Departmental Allocation List for Public Works

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**RECOMMENDATION**

Adopt a Resolution to amend the Departmental Allocation List for Public Works, with no net increase to full-time equivalents, effective January 18, 2025. (No Fiscal Impact; Discretionary)

**BACKGROUND**

In April of 2023, a limited term Assistant Engineer position was approved by this Board through June 30, 2025, to assist with several projects related to the damage sustained to the County during the 2023 Winter Storm. Recently, this Board provided direction on implementation of the Facilities Master Plan which will result in additional capital improvement projects requiring delivery and construction through at least the next five years. Additionally, with the passage of Measure U, the transportation sales tax will continue and provides \$25 million annually for the next thirty years. This position would support any road projects stemming from Measure U. As a result, a regular full-time position is recommended.

The current limited term Assistant Engineer is funded through the end of the fiscal year and will be budgeted for accordingly in the future.

Requested Action:

Adopt a Resolution to amend the Departmental Allocation List for Public Works, by adding a 1.0 FTE Assistant Engineer and deleting a 1.0 FTE Assistant Engineer, Limited Term through June 30, 2025, effective January 18, 2025.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No

Is it currently budgeted?	Yes
Where is it budgeted?	1220000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Ongoing support of capital improvement and roads projects
Is the general fund affected?	No
Future fiscal impact:	The annualized cost of salary and benefits is approximately \$154,600 and will continue to be budgeted for accordingly.
Consequences if not approved:	Lack of support for implementation of the Facilities Master Plan and related capital improvement projects and roads projects.

**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 PUBLIC WORKS, EFFECTIVE JANUARY 18, 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 Director of Human Resources recommends that the proposed changes to the Departmental Allocation List for Public Works, be implemented as set forth in Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED**, that effective January 18, 2025, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for Public Works, 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 14<sup>th</sup> day of January 2025, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: December 20, 2024</p>	<p>APPROVED BY THE NAPA          COUNTY          BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**

Director of Human Resources requests approval of the following actions to amend the Departmental Allocation List:

<b>Department</b>	<b>Budget Unit</b>	<b>Position Control #</b>	<b>Class Title</b>	<b>Effective Date</b>	<b>Change</b>
Public Works	1220000	1011658	Assistant Engineer (Limited Term through 6/30/2025)	1/18/2025	-1.0
Public Works	1220000	1011658	Junior Engineer/Assistant Engineer	1/18/2025	+1.0



Napa County  
Board Agenda Letter

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Board of Supervisors

Agenda Date: 1/14/2025

File ID #: 25-35

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**TO:** Board of Supervisors  
**FROM:** Christine Briceño, Director of Human Resources  
**REPORT BY:** Joy Cadiz, Staff Services Manager  
**SUBJECT:** Adoption of a Resolution Amending the Departmental Allocation List for Health & Human Services

---

**RECOMMENDATION**

Adopt a Resolution to amend the Departmental Allocation List for Health & Human Services Agency, with a net increase of 1.0 full-time equivalent, effective January 18, 2025. (Fiscal Impact: \$86,000 Expense; HHSA Fund; Budgeted; Discretionary)

**BACKGROUND**

Public Health

Due to the COVID-19 pandemic and other recent outbreaks such as monkeypox and legionella, there has been an increase in Public Health data reporting requirements and a need to provide ongoing infection control guidance. In Fiscal Year 2023-24, the Board approved a limited term Epidemiologist that was funded through short-term federal funding which expires April 30, 2025. There is a demand for data reporting and outbreak management, and a need to enhance the infection prevention function within the Health & Human Services Agency (HHSA) Public Health Division. Due to these demands and needs, a regular full-time Epidemiologist is recommended.

The current limited term Epidemiologist position is funded through April 30, 2025, and the cost of a regular full-time Epidemiologist position through the end of the fiscal year is approximately \$29,300 and has been and will be fully funded through the California Department of Public Health Future of Public Health (FoPH) fund.

Administration

Health and Human Services Aides provide facility and building support across HHSA and assist with set up and teardown for afterhours community outreach events. With the current staffing level, HHSA has had to rely on overtime and extra help staff to meet the needs of the department. HHSA anticipates an ongoing need for facility and building support which includes implementation of the County's Facilities Master Plan, and an

increase in assistance with community outreach events with the acquisition of the mobile Be Well Outreach RV. With the ongoing facilities projects and an increase in assisting with outreach events, relying on extra help staff is no longer feasible and a regular full-time Health and Human Services Aide is recommended.

The cost of a regular full-time Health and Human Services Aide for the remainder of the fiscal year is approximately \$56,700 and has been fully funded through Federal and State funds depending on HHS division utilization as well as Intergovernmental Transfers (IGT).

**Requested Action:**

Adopt a Resolution to amend the Departmental Allocation List for Health & Human Services, by adding a 1.0 FTE Epidemiologist, a 1.0 FTE Health and Human Services Aide, and deleting a 1.0 FTE Epidemiologist, Limited Term through April 30, 2025, effective January 18, 2025.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	20001 and 20010
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Ongoing support of Public Health reporting and outbreak management, and infection prevention, and Operations facility and building support, and community outreach efforts.
Is the general fund affected?	No
Future fiscal impact:	The cost of salary and benefits for the remainder of the fiscal year is approximately \$86,000 and has been budgeted. The annualized cost of salary and benefits is approximately \$294,000 and will continue to be budgeted accordingly.
Consequences if not approved:	Lack of support for Public Health and Operations service areas.

**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 HEALTH & HUMAN SERVICES, EFFECTIVE JANUARY 18, 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 Director of Human Resources recommends that the proposed changes to the Departmental Allocation List for Health & Human Services, be implemented as set forth in Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED**, that effective January 18, 2025, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for Health & Human Services, 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 14<sup>th</sup> day of January 2025, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: December 16, 2024</p>	<p>APPROVED BY THE NAPA          COUNTY          BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**

Director of Human Resources requests approval of the following actions to amend the Departmental Allocation List:

<b>Department</b>	<b>Budget Unit</b>	<b>Position Control #</b>	<b>Class Title</b>	<b>Effective Date</b>	<b>Change</b>
HHSA – Public Health	2001000	1011490	Epidemiologist (Limited Term through 4/30/2025)	1/18/2025	-1.0
HHSA – Public Health	2001000	1011490	Epidemiologist	1/18/2025	+1.0
HHSA – Agency Administration	2001000	NEW	Health and Human Services Aide	1/18/2025	+1.0



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-48

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**TO:** Board of Supervisors  
**FROM:** Amanda Gibbs, Chief Probation Officer  
**REPORT BY:** Ferlyn Buenafe, Probation Administrative Manager  
**SUBJECT:** Agreement with RDA Consulting

---

### **RECOMMENDATION**

Approve and authorize Agreement No. 250275B with RDA Consulting, SPC to develop the County's Realignment Annual Plan, an annual requirement to be submitted to the State under Assembly Bill 109 (Fiscal Impact: \$50,000 Expense; Realignment Special Revenue Funds; Budgeted; Discretionary).

### **BACKGROUND**

The Public Safety Realignment Act (Assembly Bill 109) was signed into law by the Governor on April 5, 2011, and amended by Assembly Bill 117 on June 30, 2011. This legislation specifies new responsibilities for managing adult offenders in California and obligates counties to develop and recommend a Realignment Plan through the Napa County Community Corrections Partnership (CCP). The CCP is a group created in connection with prior criminal justice legislation and oversees the expenditure of funds received by the State.

To allocate Napa County's portion of annual state revenues, the CCP develops program and funding recommendations. These recommendations are voted upon the CCP Executive Committee. CCP funded programs focus on public safety, reducing recidivism, and offender rehabilitation.

The CCP will provide an updated Annual Plan that outlines how local communities will work to address overcrowding in the State's prisons and further assist in alleviating the State's budgetary crisis. Specifically, AB 109 shifted the responsibility for supervising specified groups - nonviolent, nonserious, non-sex offenders, and post-release community supervision - of lower level justice-involved individuals (both those incarcerated and on parole) from the State's Department of Corrections and Rehabilitation (CDCR) to counties.

Counties have a responsibility to provide an updated Annual Plan that reports on work completed and shares plans for priorities to be addressed in the upcoming year and it is expected that the Plan is developed with

community feedback through the CCP.

At its March 14, 2024 CCP meeting, members approved a contractual agreement with the Consultant to assist with the strategic development of the Fiscal Year 2025-2026 Napa County Realignment Plan.

The Plan process involves soliciting and receiving feedback from CCP members and Probation. It also includes review of existing program components, meeting with various County staff, and research of effective programming. The Plan will serve as a road map to develop actional priorities, goals and strategies inclusive of an updated mission and vision to guide work through the upcoming year. The Consultant will assist the County to strengthen the approaches and partnerships to improve in-custody and community-based programs and services for justice involved individuals.

The Consultant is an experienced strategic planning consultant with extensive knowledge and expertise in supporting justice-involved systems and initiatives and the county level.

Funding for this agreement is paid from State realigned funds (AB 109).

Requested Action:

Approve and authorize Agreement No. 250275B with RDA Consulting, SPC for a contract maximum of \$50,000 to develop the County’s Realignment Annual Plan (Plan) as an annual requirement to be submitted to the State Funding under Assembly Bill 109 (2011).

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Realignment Special Revenue Funds
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Services are expected to begin this fiscal year and carry into the subsequent FY with a contract maximum of \$50,000. Funds will be budgeted accordingly in Fiscal Year 2025-2026.

Consequences if not approved:

Probation does not have the resources to create a strategic multidisciplinary document involving information gathering from all members of the Community Corrections Partnership Committee and community feedback. The consultant provides expertise to assist the County update and revise the Annual Plan to be submitted to Board of State and Community Corrections.

**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. 250275B

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of January, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and RDA Consulting, SPC whose address is 330 Franklin Street, Suite 400, Oakland, CA 94607, hereinafter referred to as “Consultant.”

#### RECITALS

- A. County wishes to obtain professional services in order to develop a Public Safety Realignment Annual Plan as a requirement to receiving State funding under Assembly Bill 109 (Public Safety Realignment Act of 2011).
- B. Consultant was selected to provide professional services after a competitive process was conducted pursuant to a request for quotes.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

#### AGREEMENT

##### ARTICLE I – SCOPE OF SERVICES

**1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

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

**1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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

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

**1.6 Key Personnel.** Key personnel identified in Consultant’s proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

**1.7 Government Code Section 7550.** Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## **ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2026, unless terminated earlier in accordance with this Article.

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

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

**2.4 Termination for Cause.** County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.4.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

**2.5 Purchasing Agent's Authority.** The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

### ARTICLE III – COMPENSATION

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

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

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with



the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of FIFTY THOUSAND DOLLARS (\$50,000); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

**3.2 Payment Process.** Consultant may submit one invoice per calendar month, in arrears for services provided, to the Probation Administrative Manager who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

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

**3.3 Annual Appropriation of Funds.** Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

## ARTICLE IV – INSURANCE

**4.1 Insurance.** Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to

matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Design Professionals.** To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

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

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

**5.5 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

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

## **ARTICLE VII – COMPLIANCE WITH LAWS**

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

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or

withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

## **ARTICLE VIII – DISPUTE RESOLUTION**

**8.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County’s recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## **ARTICLE IX – GENERAL PROVISIONS**

**9.1 Access to Records/Retention.** Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

COUNTY	CONSULTANT
Napa County Probation	RDA Consulting, SPC
Probation Administrative Manager	Amalia Egri Freedman, CEO
212 Walnut Street	330 Franklin Street, Suite 400
Napa, CA 94559	Oakland, CA 94607

**9.3 Independent Contractors.** Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the

Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.



**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced

accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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

**9.21 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 Consultant through its duly authorized officer(s).

RDA Consulting, SPC

By \_\_\_\_\_  
 AMALIA EGRI FREEDMAN  
 Chief Executive Officer

NAPA COUNTY, a political subdivision of  
 the State of California

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

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u>          Deputy County Counsel</p> <p>Date: <u>12/23/24</u></p>	<p>APPROVED BY THE NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. Description of Goods and/or Services**

Consultant shall develop the Fiscal Year 2025-2026 Annual Public Safety Realignment Plan in accordance with Consultant's proposal dated *October 2024*, which is hereby incorporated into this Agreement by reference as *Attachment 1*.

**II. Schedule**

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal dated *October 2024*, which is hereby incorporated into this Agreement by reference as *Attachment 1*.

**EXHIBIT B**  
**COMPENSATION AND FEE SCHEDULE**

County shall pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated *October 2024*, which is hereby incorporated into this Agreement by reference as *Attachment 1*.

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**CONSULTANT PROPOSAL  
ATTACHMENT 1 TO EXHIBIT A and EXHIBIT B**

Refer to Pages 16-21 below.

## Napa County Probation Department: Community Corrections Partnership, Strategic and Annual Plan Update Proposal

### Background

The Napa County Probation Department is seeking a consultant to assist with the strategic development of the FY2025-2026 Annual Public Safety Realignment Plan Update. The development process should be conducted collaboratively with both Probation staff and members of the Community Corrections Partnership (CCP).

Under Assembly Bill 109 (Public Safety Realignment Act of 2011), counties are required to support a multi-disciplinary team – the CCP – and to provide updated annual plans that outline how local communities will work to address overcrowding in the State’s prisons and further assist in alleviating the State’s budgetary crisis. Specifically, AB 109 shifted the responsibility for supervising specified groups – nonviolent, nonserious, non-sex offenders, and post-release community supervision – of lower level justice-involved individuals (both those incarcerated and on parole) from the State’s Department of Corrections and Rehabilitation (CDCR) to the counties.

In meeting this State mandate, counties have broad control and flexibility in determining how they will fulfil these responsibilities. However, within this broad control, counties hold a responsibility to think strategically and work across a multitude of partners to accomplish this work. Counties also have a responsibility to provide an updated Annual Plan that reports on work completed and shares plans for what priorities will be addressed in the upcoming year and it is expected that the annual plan updates are developed with community feedback through the CCP.

RDA Consulting (RDA) is an experienced strategic planning consultant with extensive knowledge and expertise in supporting justice-involved systems and initiatives at the county level. We understand the responsibilities that AB 109 places upon local corrections partners as well as the interconnectedness of local community health, human service, and justice systems and approach our work from a collaborative lens that allows for intentional and impactful conversations to be had across a diversity of stakeholders. Our facilitation approach focuses on centering equity, opening space for each partner to engage, and stewarding groups forward to develop actionable next steps and establish pathways for ongoing partnership and mutual respect.

RDA is pleased to submit this proposal to the Probation Department to help support this important work.

### Proposed Scope of Work

RDA proposes the following 4-phased approach to plan, develop actionable strategy, and draft and finalize the Public Safety Realignment Annual Plan Update for FY2025-2026 in partnership with Probation and the Napa County CCP with a proposed project term of **January 1 through October 31, 2025**.

### **Phase 1: Project Launch [January – February 2025]**

This initial phase of work will ensure a clear work plan is established that meets Probation’s goals and intended timelines and provides the RDA project team with the necessary background and context to effectively facilitate the Annual Plan Update in partnership with the CCP membership and Probation staff.

#### **Project Launch [January]**

RDA will conduct internal launch activities as well as host a virtual 90-minute launch meeting for RDA and Probation’s designated points of contact. This launch meeting will serve as an introduction to project teams and provide an opportunity to review and set common goals and timelines for the Annual Plan Update development period. Further, regular check-in meetings and communication preferences will be determined during launch activities.

#### **Background & Document Review [January – February]**

RDA will review relevant background documents as identified and provided by Probation. This review will inform the development of the interview protocol for key informant interviews and provide the RDA team with local knowledge and context to support effective and realistic project activities. Background documents may include, but are not limited to, the 2011 Public Safety Realignment and Post Release Community Supervision Implementation Plan, past Annual Plan Updates, relevant AB 109 population data (e.g., risk and needs), financial reports, specific program data and outcome reports, general policies and procedures that drive the criminal justice system for the County, and any other documents that Probation staff recommend. Depending on availability and need, RDA may also access publicly available data on justice-involved individuals in Napa County (e.g., probation, incarceration and parole, and recidivism).

#### **Key Informant Interviews [February]**

RDA will plan, schedule, and facilitate interviews with CCP Members. RDA will host individual 30-minute virtual interviews with each member of the CCP Executive Committee. Then, RDA will support an additional eight (8) team interviews lasting 45-minutes each made up of small groups of two (2) to three (3) for all remaining CCP members. This activity includes development of the interview protocol and summarization of key themes and learnings upon completion. These interviews will help to establish early relationships and buy-in for the planning process, identify other background items to review, and provide readiness for the environmental scan activities to follow.

### **Phase 2: Environmental Scan [February – April 2025]**

This phase of work will take a closer look at the AB 109 criminal justice landscape in Napa County. RDA will complete a Strengths, Weaknesses, Opportunities, and Threats (SWOT) exercise and will analyze it in conjunction with the data outlined above in Phase 1. Taken together, these data will inform us about current operations and programming and allow us to consider past successes, the identification of ongoing challenges, and the elevation of opportunities for improvement. The environmental scan period will provide the CCP with a strong and data-informed foundation from which to establish goals and strategies for the upcoming year.



#### SWOT Exercise [February – March]

RDA will develop and distribute a SWOT survey to the CCP membership. This survey will provide opportunity for members to reflect on experiences over the past year, share knowledge unique to their purview of the system, and aid in early identification of opportunities and ideas for strengthening the community corrections system and landscape locally.

#### Environmental Scan Summary [March – April]

RDA will analyze all the primary and secondary data collected up to this point (e.g., background materials, interviews, and SWOT) and draft a summary detailing the themes and findings from Phase 1 and Phase 2 activities. This summary will:

- Outline primary programs and practices in the purview of the CCP, their estimated funding and any known outcomes;
- Highlight the key policy drivers and practices that drive the CCP's work;
- Highlight promising policy and program practices in the AB109 system and broader probation operations; and
- Elevate the strengths, challenges, and opportunities of the Napa CCP and the AB109 system.

### **Phase 3: Goal & Strategy Development [April – July 2025]**

In this phase, RDA will guide the CCP through a facilitated foundation setting exercise to develop actionable priorities, goals, and strategies for the Public Safety Realignment Annual Plan Update, inclusive of an updated mission and vision, to guide work through the upcoming year.

#### Mission, Vision, & Goal Setting Workshop [April – May]

RDA will plan, facilitate, and record notes for an in-person workshop for the CCP. This workshop is recommended to run approximately three (3) hours. The workshop will provide opportunity for RDA to share an overview of the results from Phase 1 and Phase 2; review the purpose and format of the Annual Plan Update; and then guide members through facilitated exercises to review and revise the mission and vision and set clear priorities and goals for the Annual Plan Update. RDA will provide any workshop materials that may enhance group discussion and activities (handouts, sticky notes, note pads, markers, etc.).

Probation will be responsible for identifying an appropriate location and space for the workshop and providing any refreshments that may be desired.

#### Strategy Refinement Sessions [May – July]

Following the workshop, RDA will plan, facilitate, and record notes for up to two additional 60-minute virtual planning sessions. These sessions are meant to support the CCP in refining priorities and goals as needed, and in identifying clear and actionable strategies for inclusion in the Annual Plan Update.

#### Finalized Action Plan [July]

Based upon the work completed during the workshop and refinement sessions, RDA will develop an action plan with the final mission, vision, priorities, goals, and strategies for review by Probation and the CCP with the goal that this will be incorporated in the Annual Plan Update.

#### **Phase 4: Annual Plan Update [August – October 2025]**

This phase will include the culmination of all work to date and result in a final Public Safety Realignment Plan Annual Update for FY2025-2026.

##### **Draft Annual Plan Update [August – September 2025]**

RDA will develop a draft of the FY2025-2026 Public Safety Realignment Annual Plan Update. This will include up to one round of iterative review and feedback between RDA and Probation designated individuals (i.e., CCP Executive Committee). The draft will be formatted and ready for inclusion in the September 2025 CCP meeting.

##### **Annual Plan Update Feedback [September]**

Napa County Probation will be responsible for formally posting the plan for comment and sharing broadly with community partners and members for review. RDA will provide technical assistance and support in preparation for and during the September CCP meeting. This may be inclusive of the development of communication messages, thought partnership on outreach and sharing formats, developing a brief PowerPoint presentation that provides an overview of the Annual Plan Update as well as the process that the CCP engaged in for its development, and will present the plan itself. During the September 2025 CCP meeting, RDA will screen share the draft plan, make agreed upon edits using track changes, and answer any questions. During the meeting, the CCP will vote to approve the Annual Plan Update with the agreed upon changes.

##### **Final Annual Plan Update [September – October]**

Following the CCP meeting and any other public comment period, RDA will update and finalize the FY2025-2026 Public Safety Realignment Annual Plan Update. Following updates and an additional round of iterative review and feedback between RDA and Napa County Probation designated individuals, RDA will deliver a final plan by October 31, 2025. The Probation Department will be responsible for submitting the Annual Plan to the state in December 2025.

#### **Ongoing: Project Management & Communication [January – October 2025]**

##### **Bi-Monthly CCP Board Updates**

RDA will share a verbal update to the CCP during their bi-monthly meetings, beginning in March 2025 and continuing through the end of the project. These verbal reports will provide a summary of work completed, work in progress, and upcoming work and priority dates. RDA will virtually attend CCP meetings to share information and to support answering questions CCP members may have.

##### **Client Meetings & Communication**

In addition to the meetings defined in the preceding narrative, RDA recommends 30-minute virtual project check-ins every other week during the project period. These regular meetings between the Probation and RDA project teams as well as any ad hoc communication via email, phone, and Zoom as needed will ensure the successful completion of the project.

##### **Project Management & Internal Meetings**

RDA will provide continuous project management coordination and support, including regular internal communication among our project team to ensure the project's progress is closely monitored and its activities meet the needs of Napa County Probation and the CCP.



## Cost Proposal

RDA proposes a **maximum budget of \$50,000** for this engagement. The budget and timeline are detailed in the table on the following page.

The travel expenses and number of hours proposed for each task are estimates only and may be adjusted during the project; however, RDA will not exceed the total budget amount in the contract. RDA invoices monthly for all project activities completed up to the agreed upon not-to-exceed budget total.

A list of all RDA staff positions and their fully loaded hourly rates are below in the event they are called upon to contribute to the project. These rates are inclusive of all personnel, fringe benefit, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project.

### Labor Rate Table

Position	Hourly Rate
Chief Executive Officer	\$310
Chief Operating Officer	\$280
Director	\$250
Consulting Manager	\$235
Senior Consultant	\$200
Consultant	\$175
Consulting Assistant	\$120

**Proposed Budget & Timeline**

Deliverable	Project Month (2025)										Est. Hours	Total Cost
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
<b>Phase 1: Project Launch</b>												
Project Launch											14	\$ 3,155.00
Background & Document Review											10	\$ 1,990.00
Key Informant Interviews											30	\$ 5,970.00
<b>Phase 1 Subtotal</b>											<b>54</b>	<b>\$ 11,115.00</b>
<b>Phase 2: Environmental Scan</b>												
SWOT Exercise											5	\$ 935.00
Environmental Scan Summary											28	\$ 5,395.00
<b>Phase 2 Subtotal</b>											<b>33</b>	<b>\$ 6,330.00</b>
<b>Phase 3: Goal &amp; Strategy Development</b>												
Mission, Vision & Goal Setting Workshop											30	\$ 6,405.00
Strategy Refinement Sessions											8	\$ 1,640.00
Finalized Action Plan											3	\$ 585.00
<b>Phase 3 Subtotal</b>											<b>41</b>	<b>\$ 8,630.00</b>
<b>Phase 4: Annual Plan Update</b>												
Draft Annual Plan Update											26	\$ 5,180.00
Annual Plan Update Feedback											5	\$ 935.00
Final Annual Plan Update											9	\$ 1,890.00
<b>Phase 4 Subtotal</b>											<b>40</b>	<b>\$ 8,005.00</b>
<b>Project Management &amp; Communication</b>												
Bi-Monthly CCP Board Updates											8	\$ 1,880.00
Client Meetings & Communications											24	\$ 5,175.00
Project Management & Internal Meetings											35	\$ 7,700.00
<b>PM &amp; Communications Subtotal</b>											<b>67</b>	<b>\$ 14,755.00</b>
<b>Sub Total</b>											<b>235</b>	<b>\$ 48,835.00</b>
<b>Direct Expenses:</b>												
Travel Expenses												\$ 1,165.00
<b>Direct Expenses Subtotal</b>												\$ 1,165.00
<b>Grand Total</b>												<b>\$ 50,000.00</b>

## **EXHIBIT C INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 24-2023

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Andrea Salter - Staff Services Analyst  
**SUBJECT:** Amendment No. 1 to Space License Agreement No. 200341B with Stanford Youth Solutions dba Stanford Sierra Youth & Families located at South Napa Campus

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### **RECOMMENDATION**

Approve and authorize Amendment No. 1 to Space License Agreement No. 200341B with Stanford Youth Solutions dba Stanford Sierra Youth & Families for continued use of two cubicles located at 2751 Napa Valley Corporate Drive for no rental fee, to extend the term to be automatically renewed and coterminous with Service Agreement No. 220199B and any amendments thereto, or successor agreements that provide the same or substantially similar services, to provide support to parents currently involved in the Child Welfare and Wraparound Services in Napa County. (No Fiscal Impact; Discretionary)

### **BACKGROUND**

Since May 19, 2020, under Space License Agreement No. 200341B, Stanford Youth Solutions, dba Stanford Sierra Youth & Families has occupied two cubicles at Napa County's South Campus to provide one-on-one support, information, and training to parents who receive services through Child Welfare Services and Nexus Wraparound Services in Napa County. Those services are provided under Napa County Professional Service Agreement No. 220199B

License Agreement No. 200341B is due to expire on June 30, 2025. To provide for continued operations, an amendment to the license agreement is needed to extend the term to be automatically renewed and coterminous with Service Agreement No. 220199B and any amendments thereto, or successor agreements that provide the same or substantially similar services.

Requested Action: Approve and authorize Amendment No. 1 to Space License Agreement No. 200341B with Stanford Youth Solutions dba Stanford Sierra Youth & Families for continued use of two cubicles located at 2751 Napa Valley Corporate Drive, for no rental fee, to provide support to parents currently involved in the Child Welfare and Wraparound Services in Napa County.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this amendment will allow for continued use of County space to support parents receiving services through Child Welfare and Wraparound Services.
Is the general fund affected?	No
Future fiscal impact:	No future fiscal impact from this amendment.
Consequences if not approved:	If the amendment is not approved, Stanford Youth Solutions, dba Stanford Siera Youth & Families will need to find an alternative location to provide support to parents receiving Child Welfare and Wraparound Services.

**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).]

**NAPA COUNTY AGREEMENT NO. 200341B  
AMENDMENT NO. 1**

**SPACE LICENSE AGREEMENT**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY SPACE LICENSE AGREEMENT NO. 200341B** 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 “Licensor,” and STANFORD YOUTH SOLUTIONS “doing business as STANFORD SIERRA YOUTH & FAMILIES”, a California nonprofit corporation, whose business address is 8912 Volunteer Lane, Sacramento, CA, 95826, hereinafter referred to as “Licensee” and collectively with Licensor, the “Parties.”

**RECITALS**

**WHEREAS**, on or about May 19, 2020, Licensee and Licensor’s Child Welfare Services Division entered into Napa County Agreement No. 220199B, formerly No. 8614 (“Agreement”), to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

**WHEREAS**, on May 19, 2020, Licensor and Licensee entered into License Agreement No. 200341B for the use of two (2) cubicles, non-exclusive use of common area facilities, and use of certain furnishings and office equipment in that property known as 2751 Napa Valley Corporate Drive (“Premises”) and is commonly known as South Napa Campus, for temporary use of space which is used by Licensee to provide one-on-one support, information, and training to parents who receive services through Child Welfare Services and/or Nexus Wraparound Services in Napa County, pursuant to the Agreement; and

**WHEREAS**, the term of the License Agreement is due to expire on June 30, 2025, even though the term of the Agreement extends beyond that date; and

**WHEREAS**, the Parties now desire to extend the term of License Agreement No. 200341B to be coterminous with Agreement No. 220199B, and any amendments thereto, or successor agreements between the Parties that provide the same or substantially similar services as the above referenced Agreement and adjust the terms slightly; and

**TERMS**

**NOW, THEREFORE**, the Parties hereby amend Napa County License Agreement No. 200341B as follows:

1. Paragraph 2 is amended to read in full as follows:
2. **TERM; TERMINATION FOR CONVENIENCE:** The term of this License Agreement shall commence on May 19, 2020. Unless terminated earlier in accordance with Paragraph 18, the term of the License Agreement shall be coterminous with the term



of services provided by the Licensee to Licensor pursuant to the provisions of Agreement No. 220199B, dated May 19, 2020, attached hereto as Exhibit “C,” and any amendments thereto, or successor agreements that provide the same or substantially similar services as the above-referenced Agreement. Upon expiration or termination of that Agreement, or its successor agreements, Licensee’s rights under this License Agreement shall also terminate.

2. Paragraphs 4(f) and 18 are added to read in full as follows:

**4. FACILITIES, UTILITIES, MAINTENANCE AND EQUIPMENT:**

(f) Fobs and Locks: Licensor shall provide Licensee with fobs to access Licensed Space during regular business hours. All fob requests shall go through the Licensor’s Operations Supervisor of Health and Human Services Agency or the Operations Supervisor’s designee and shall require a signature to obtain the fob. Fobs shall be returned to Licensor when the Agreement is terminated. Any changes to locks will require authorization from the Director of Public Works or the Director’s designee.

**18. CANCELLATION:**

(a) Both Licensor and Licensee shall have the right to cancel this License Agreement by giving thirty (30) days prior written notice delivered to the other party of such cancellation. Cancellation of this License Agreement alone does not impact the Licensee’s obligations under Agreement No. 220199B, dated May 19, 2020, with Napa County Child Welfare Services. For purposes of this Paragraph, notice of termination on behalf of Licensor may be given by the Director of Health and Human Services and/or the Director of Public Works.

(b) This License Agreement provides the site for services rendered by Licensee to the Napa County Child Welfare Services pursuant to Napa County Agreement No. 220199B, dated May 19, 2020, and any amendments thereto, or successor agreements that provide the same or substantially similar services as the above-referenced Agreement. In the event that Agreement No. 220199B is canceled or modified to the extent that Licensed Space is no longer required, this License Agreement shall terminate to coincide with the effective date of such termination or modification.


3. This Amendment No. 1 represents all the changes to the License Agreement agreed to by Licensor and Licensee. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the License Agreement and prior amendments not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this License Agreement and shall have the same force and effect as a manually executed original. 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.

5. Except as provided in 1 through 4 above, the terms and provisions of the License Agreement shall remain in full force and effect as originally written.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 as of the date first above written.

STANFORD YOUTH SOLUTIONS  
dba STANFORD SIERRA YOUTH & FAMILIES

By:   
LAURA HEINTZ, PsyD  
Chief Executive Officer

By:   
JOVINA NEVES,  
Chief Financial Officer

“LICENSEE”

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

"LICENSOR"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>December 5, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**NAPA COUNTY AGREEMENT NO. 220199B  
AMENDMENT NO. 3**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 220199B** is effective as of the 5 day of *November* 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **STANFORD YOUTH SOLUTIONS dba STANFORD SIERRA YOUTH & FAMILIES**, whose mailing address is 8912 Volunteer Lane, Sacramento, CA 95826, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about May 19, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 8614 (hereinafter referred to as "Agreement") for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

**WHEREAS**, on or about April 20, 2021, the Parties amended the Agreement to decrease the annual contract maximum on page 1; replaced Exhibit A (Scope of Work) with Exhibit A-1 to eliminate one (1) Full-Time Employee (FTE) Parent Partner; and replaced Exhibit B (Compensation and Expense Reimbursement) with Exhibit B-1 to incorporate a new budget; and

**WHEREAS**, on or about November 16, 2021, the Parties amended the Agreement to increase the annual contract maximum on page 1; replaced Exhibit A-1 (Scope of Work) with Exhibit A-2 to add one (1) additional (FTE) Parent Partner; and replaced Exhibit B-1 (Compensation and Financial Reporting) with Exhibit B-2 to incorporate a revised budget; and

**WHEREAS**, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to replace Exhibit A-2 (Scope of Work) with Exhibit A-3 to eliminate one (1) Full-Time Employee (FTE) Parent Partner and add one (1) Full-Time Employee (FTE) Youth Advocate; replace Exhibit B-2 (Compensation and Financial Reporting) with Exhibit B-3 to incorporate a revised budget; and rescind Special Terms and Conditions 3.4 which terminates the Agreement on June 30, 2025.

**TERMS**


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


1. Exhibit A-2 is hereby replaced with "Exhibit A-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibits "A", "A-1" or "A-2" shall refer to "Exhibit A-3" commencing as of the effective date of this Amendment No. 3.
2. Exhibit B-2 is hereby replaced with "Exhibit B-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibits "B", "B-1" or "B-2" shall refer to "Exhibit B-3" commencing as of the effective date of this Amendment No. 3.

- 3. Specific Terms and Conditions 3.4 is removed in its entirety.
- 4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 2020199B as of the first date written above.

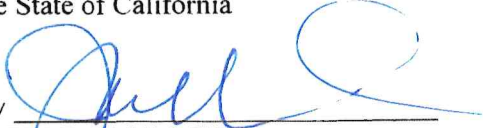
STANFORD YOUTH SOLUTIONS dba  
STANFORD SIERRA YOUTH & FAMILIES

By   
LAURA HEINTZ, PsyD  
Chief Executive Officer

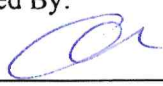

By   
JOVINA NEVES,  
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By   
JOELLE GALLAGHER  
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel By: By: <u>Douglas Parker (via e-sign)</u> Date: <u>September 25, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>November 5, 2024</u> Processed By:  Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: </p>
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**EXHIBIT A-3**  
**SCOPE OF WORK**

**Stanford Sierra Youth & Families**  
**CWS Peer Partner Services**  
**Upon approval through June 30, 2025**  
**(and each subsequent automatic renewal)**

CONTRACTOR (previously referred to as Stanford Youth Solutions, now dba as Stanford Sierra Youth & Families) shall provide Peer Partner Services (one Parent Partner and one Youth Advocate) to families whose children are currently involved in the Child Welfare system and Wraparound Services. The Peer Partner Services engages families in treatment and services and has been demonstrated to be a powerful tool to help families in overcoming the challenges of keeping their families safe and together. The Peer Partner Services will be fully embedded in Napa County's Health and Human Services (HHSA) Child Welfare Services (CWS) Division part of the System of Care. Services will provide a continuum of care with the common goal of engaging families and promoting the safety and well-being of at-risk children and families. Peer Partner Services partners with families which increases the likelihood that case service plans align with families' needs and that families will be more committed to, and likely to comply with, plans they had a say in developing. The Peer Partner Services provides the following benefits:

- Improved safety, permanency, and well-being outcomes;
- Increased placement stability;
- A reduction in the time spent in court, and its associated costs;
- Enhancement to the community's capacity to support families, which makes communities healthier;
- Improved family functioning;
- Increased family efficiency in the community; and
- A more culturally relevant and appropriate service delivery system.

The Peer Partner Services shall provide advocacy, support, guidance, engagement, community resources, collaboration, prevention services, including education and local resources outside the COUNTY system, to families who are currently involved with the Child Welfare system/Wraparound services, and to families at high risk of becoming part of the system.

CONTRACTOR shall ensure that both Parent Partner and Youth Advocate have already experienced the child welfare system, and can mentor, encourage, and instill hope in families newly involved with the system. CONTRACTOR shall employ, train and supervise Parent Partner and Youth Advocate.

**SERVICES**

CONTRACTOR shall provide the following services, as appropriate, for children and families who are enrolled in the Child Welfare system and Wraparound Services:

- 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.
- Two (2) full-time CONTRACTOR employees co-located at COUNTY's HHSA CWS Division's site from the Peer Partner Services: One Parent Partner and one Youth Advocate. CONTRACTOR shall provide computers, phones, email, and other equipment to fulfill project goals.
- CONTRACTOR shall be allowed to connect computers to the COUNTY Information Technology Services (ITS) system upon approval of CONTRACTOR equipment by ITS staff.
- Peer Partners provide a basic understanding how of CWS, the Juvenile Court System, and Wraparound services are organized and carried out in Napa County.
- Accompany parents and youths to planned meetings/appointments, participate in meetings providing support, linking families to community resources, express needs of families, court, treatment, self-sustainability, and provide transportation within Napa County, and for parents/youths residing in out of county treatment facilities as needed.
- Peer Partner Services ensure families (parents, caregivers and youth) are equal partners in the development and implementation of their service plans.
- Represent the needs and perspectives of families (parents, caregivers and youth) and ensure that families have access to prevention and support services that meet their individual needs.
- Ensure that services are family-centered, easily accessible, respectful of cultural, ethnic, and other community characteristics, and stigma free.
- Provide emotional support and advocacy to families.
- Provide one-on-one support, information, resources, and referrals to families in coordination with the department social worker.
- Support and assure that the families' desired outcomes are addressed through their family's court ordered case plan or Wraparound Service Plan.
- Coach and educate families (youth, parents and caregivers) to acquire greater communication, system navigation, and self-regulation skills while assuring that their personal goals and outcomes are met. Provide technical assistance to families to enable them to access appropriate services.
- Offer ongoing education and support groups that bring families with similar challenges and concerns together.

- Provide on-going feedback and training to staff on the importance of a family's voice and choice and cultural sensitivity in all aspects of their case planning.
- Work within the Child Welfare system to maintain positive relationships among COUNTY employees and CONTRACTOR employees.
- CONTRACTOR developed a referral, tracking, and monitoring process for families receiving services. Initial contact to be made within forty-eight (48) hours of receiving the initial referral. The program will be flexible in providing services in terms of location, time of day, and day of the week in order to meet family needs.
- Develop an action plan identifying family needs, goals to be achieved, and specific tasks to reach the goals related permanency, safety, and well-being. Peer Partners will work with families on basic care and nutrition, budgeting, discipline, decision-making, safety planning, using support systems and child development using a prescribed parenting curriculum tailored to the parents' individual needs and cultural context. Youth will be engaged in their support plan.
- The length of Parent Partner and Youth Advocate involvement will be individualized and vary depending on the amount of time the case remains open, the extent of support the parent receiving services' needs, and the extent to which informal contacts occur after case closure.
- Collaborate and maintain regular contact with the CWS Social Worker (SW) on service provisions to ensure that case plan goals are being addressed.
- Develop a tool to assess the satisfaction of families receiving parent and youth advocacy through Peer Partner Services and administer the tool twice a year, providing the surveys and any aggregate data to CWS within thirty (30) days of the close of administration.
- Work with COUNTY to develop a "Parent Handbook" for parents and youth that will help them to successfully complete the CWS and Court process in a timely manner.
- At the request of CWS, the CONTRACTOR shall identify who can serve as the "parent voice" and "youth voice" on committees and workgroups as new services program are being developed or existing ones being evaluated.
- CONTRACTOR shall ensure that all staff providing services to clients have undergone a criminal background clearance.

### **OUTCOMES**

CONTRACTOR shall survey families twice annually to determine if:

- Parents, together with their child, feel supported throughout their experiences at HHSA's CWS and Wraparound.
- Parents and youth feel heard by SW and have a say in what happens to their child in the court process, the disposition, and supervision plan as well as the family plan for reunification.
- Parents and youths understand the system in which their child is involved and feel that they are being provided positive resources and interventions for their child and family.

- Parents and youths report that the services provided by CONTRACTOR are respectful of them and their ethnicity, culture, and history of their family.
- CONTRACTOR shall ensure staff understand the value of wraparound philosophy (i.e. partnering with families, being responsive to their strengths and needs, and partnering with other agencies to provide seamless non duplicative services to the child and family).

### **CONFIDENTIALITY**

- CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
- CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827.

**Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

### **DOCUMENTATION**

- CONTRACTOR shall work with the COUNTY to determine how to document the services provided under this Agreement in a form acceptable to the COUNTY on a schedule agreed to by both parties, in addition to any requirements specified in the General Terms and Conditions.
- 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 and substantiation of claims for payment of services.
- Upon written notice from the CWS CONTRACT ADMINISTRATOR (CWS Contract Analyst), COUNTY at its sole discretion may impose additional requirements for documentation.

### **CONTRACT MONITORING**

- CONTRACTOR is responsible for producing and maintaining all documentation (i.e. Surveys, Case Counts, etc.) required for monitoring.



- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable State and Federal regulations.
- CONTRACTOR is required to perform internal quality management activities, including case audits. CONTRACTOR shall show evidence of its internal quality management activities upon request by the COUNTY.
- COUNTY normally shall provide thirty (30) day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records, which delineate services, provided to specific clients and the date of those services, documentation of training curriculum that meets the required competencies as outlined above, and documentation of staff hours in providing the authorized services. The visit shall also include a review of the documentation of CONTRACTOR'S internal quality management activities with a focus on key quality factors (such as the appropriateness of the training curriculum) and key risk factors (such as the adherence to funding standards) as well as client risks. COUNTY may add additional elements to be reviewed.
- COUNTY shall perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY's written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR's activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations. CONTRACTOR is responsible to maintain reports of all significant key risks, such as client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

**EXHIBIT B-3**  
**COMPENSATION AND FINANCIAL REPORTING**

**Stanford Sierra Youth & Families**  
**CWS Peer Partner Services**  
**Upon approval through June 30, 2025**  
**(and each subsequent automatic renewal)**

CONTRACTOR shall prepare and submit invoices for units of service provided hereunder in accordance with COUNTY's procedure for payment. CONTRACTOR shall submit a separate monthly invoice for each program, namely Child Welfare Services (CWS) and Wraparound services. Invoices shall be submitted to COUNTY **within sixty (60) days after the conclusion of each calendar month.**

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented, as defined in Budget Table below, and in Exhibit A.

<b>PROGRAM EXPENSES</b>	<b>BUDGET</b>
<b>Personnel Expenses</b>	<b>\$159,510</b>
This category includes Personnel/Salaries and Benefits expenses (for two full time (FTE) contractor employees for Peer Partner Services (Parent Partner and Youth Advocate), as well as Personnel/Salaries and Benefits associated with supervision of the Parent Partner positions by Family & Youth Partnership Management and program oversight	
<b>Operating Expenses</b>	<b>\$55,490</b>
This category includes cost associated with operating the program (i.e. computer licenses for mobile staff, conferences and training, mileage, recruitment, mobile phones/supplies, insurance, flexible funding for family needs, etc.)	
<b>Administration Expenses (10%)</b>	<b>\$21,500</b>
<b>TOTAL BUDGET</b>	<b>\$236,500</b>

**NAPA COUNTY AGREEMENT NO. 220199B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 220199B** is effective as of the 16th day of November, 2021 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 **STANFORD YOUTH SOLUTIONS, INC**, whose mailing address is 8912 Volunteer Lane, Sacramento, CA 95826 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about May 19, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 8614 (hereinafter referred to as "Agreement") for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

**WHEREAS**, on or about April 20, 2021, the Parties amended the Agreement to decrease the annual contract maximum on page 1; replaced Exhibit A Scope of Work with Exhibit A-1 to eliminate one (1) Full-Time Employee (FTE) Parent Partner; and replaced Exhibit B Compensation and Expense Reimbursement with Exhibit B-1 to incorporate a new budget; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the annual contract maximum on page 1; replace Exhibit A and Exhibit A-1 Scope of Work with Exhibit A-2 to add one (1) additional FTE Parent Partner and replace Exhibit B and Exhibit B-1 Compensation and Expense Reimbursement with Exhibit B-2 to incorporate a revised budget as of the effective date of this Amendment No. 2.

**TERMS**

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

1. The maximum amount of payment on Page 1 of the Agreement commencing as of the effective date of this Amendment No. 2 and each subsequent automatic renewal shall be **Two Hundred Thirty-Six Thousand Five Hundred Dollars (\$236,500.00)** per fiscal year, of which **One Hundred Eighteen Thousand Eight Hundred Dollars (\$118,800.00)** is added by virtue of this Amendment No. 2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A and Exhibit A-1 are hereby replaced with "Exhibit A-2" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "A" and / or "A-1" shall refer to "Exhibit A-2" commencing as of the effective date of this Amendment No. 2 through June 30, 2022 and each automatic renewal thereof.

EXHIBIT "C"

- 3. Exhibit B and Exhibit B-1 are hereby replaced with "Exhibit B-2" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "B" and/or "B-1" shall refer to "Exhibit B-2" commencing as of the effective date of this Amendment No. 2 through June 30, 2022 and each automatic renewal thereof.
- 4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 8614 as of the first date written above.


STANFORD YOUTH SOLUTIONS, INC.

By   
LAURA HEINTZ,  
Psy. D. and Chief Executive Officer

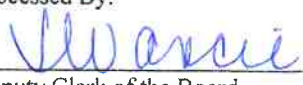

By   
JOVINA NEVES,  
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By   
ALFREDO PEDROZA  
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u> Date: <u>October 12, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>November 16, 2021</u> Processed By: <u></u> Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: <u></u></p>
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**NAPA COUNTY AGREEMENT NO. 8614  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 8614** is effective as of the 20<sup>th</sup> day of April, 2021 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 **STANFORD YOUTH SOLUTIONS, INC**, whose mailing address is 18912 Volunteer Lane, Sacramento, CA 95826 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about May 19, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 8614 (hereinafter referred to as "Agreement") for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

**WHEREAS**, the Parties wish to amend the Agreement to decrease the annual contract maximum on page 1 of the Agreement as of the effective date of this Amendment No. 1 and each automatic renewal thereof; replace Exhibit A Scope of Work with Exhibit A-1 to eliminate one (1) FTE Parent Partner; and replace Exhibit B Compensation and Expense Reimbursement with Exhibit B-1 to incorporate a new budget.

**TERMS**

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

1. The maximum amount of payment on Page 1 of the Agreement commencing as of the effective date of this Amendment No. 1 and each subsequent automatic renewal shall be **One Hundred Seventeen Thousand Seven Hundred Dollars (\$117,700.00)** per fiscal year, of which **One Hundred Eighteen Thousand Eight Hundred Dollars (\$118,800.00)** is reduced by virtue of this Amendment No. 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A is hereby replaced with "Exhibit A-1" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "A" shall refer to "Exhibit A-1" commencing as of the effective date of this Amendment No. 1 through June 30, 2021 and each automatic renewal thereof.
3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment No. 1 through June 30, 2021 and each automatic renewal thereof.

EXHIBIT "C"

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 8614 as of the first date written above.

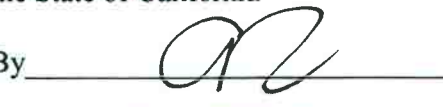
STANFORD YOUTH SOLUTIONS, INC.

By   
LAURA HEINTZ,  
Psy. D. and Chief Executive Officer

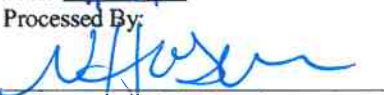
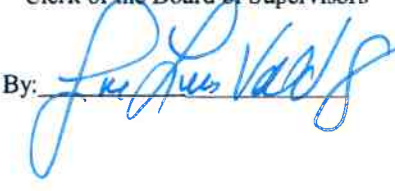
By   
JOVINA NEVES,  
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By   
ALFREDO PEDROZA  
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas V. Parker (e-sign)</u> Date: <u>February 5, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>4/20/2021</u> Processed By: <u></u> Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: <u></u></p>
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**EXHIBIT A-1  
SCOPE OF WORK  
Stanford Youth Solutions  
CWS Parent Partner Services  
From the effective date of this Amendment No. 1 through June 30, 2021  
(and each subsequent renewal)**

CONTRACTOR shall provide Parent Partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system and the families at high risk of becoming part of these systems by providing prevention services, including education and local resources outside the COUNTY system.

CONTRACTOR shall ensure that Parent Partners have gone through the CWS system themselves and will be expected to perform services according to the scope of work.

**SERVICES**

CONTRACTOR shall provide the following services as appropriate, for families whose children are enrolled in County Systems:

- One (1) FTE housed at Napa County CWS, their time will be divided between the Nexus Program and any other cases, post-disposition hearing, as deemed appropriate. A parent partner will be provided to families receiving Nexus/Wraparound services for the entirety of the case.
- Provide a basic understanding of Child Welfare Services, the Juvenile Court System, and wraparound services as used in Napa County.
- Accompany parents to planned meetings as appropriate and provide transportation as needed.
- Provide emotional support and advocacy to family members.
- Provide one-on-one support, information, resources and referrals to families.
- Support and assure that the families' desired outcomes are addressed through their family (child's) plan.
- Work within the County systems to maintain positive relationships among co-workers.
- Develop a tool to assess satisfaction of families receiving parent advocacy/parent partner services and administer the tool twice a year, providing the surveys and any aggregate data to Child Welfare Services.
- Provide training and/or technical assistance to families to enable them to access appropriate services for their child.
- Work with CWS to develop a "Parent Handbook" for parents that will help them to complete the CWS and Court process in a timely manner.
- At the request of the Child Welfare Agency, the contractor shall identify parents who can serve as the "parent voice" on committees and workgroups as new services program are being developed or existing ones being evaluated.
- Families, together with their child, feel supported throughout the experiences at Napa County CWS and Nexus.

## EXHIBIT "C"

CONTRACTOR shall insure that all staff providing services to clients have undergone a criminal background clearance.

CONTRACTOR staff shall be co-located with COUNTY project staff. CONTRACTOR shall provide computers, phones, email and other equipment to fulfill the project goals. CONTRACTOR shall be allowed to connect computers to the COUNTY ITS system upon approval of CONTRACTOR equipment by ITS staff.

### OUTCOMES

- Families, together with their child, feel supported throughout the experiences at Napa County CWS and Nexus.
- Families feel heard by social workers and have a say in what happens to their child in the court process, the disposition, and supervision plan as well as the family plan for reunification.
- Families understand the system in which their child is involved and feel that they are being provided positive resources and interventions for their child and family.
- Families report that the services provided by Contractor are respectful of them and their ethnicity, culture and history of their family.
- Contractor staff understand the value of wraparound philosophy (i.e. partnering with families, being responsive to their strengths and needs and partnering with other agencies to provide seamless non duplicative services to the child and family).

### CONFIDENTIALITY

- CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to such requirements and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

### DOCUMENTATION

- CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the COUNTY, in addition to any requirements specified in the General Terms and Conditions.
- 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 and substantiation of claims for payment of services.
- Upon written notice from its CONTRACT ADMINISTRATOR, COUNTY at its sole discretion may impose additional requirements for documentation.



CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- CONTRACTOR is required to perform internal quality management activities, including chart audits. CONTRACTOR shall show evidence of its internal quality management activities upon request by the COUNTY.
- COUNTY may monitor CONTRACTOR's provision of services by conducting at least one site visit per year.
- COUNTY normally shall provide 30-day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records, which delineate services, provided to specific clients and the date of those services, documentation of training curriculum that meets the required competencies as outlined above, and documentation of staff hours in providing the authorized services. The visit shall also include a review of the documentation of CONTRACTOR's internal quality management activities with a focus on key quality factors (such as the appropriateness of the training curriculum) and key risk factors (such as the adherence to funding standards) as well as client risks. COUNTY may add additional elements to be reviewed.
- COUNTY shall perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY's written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR's activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations. CONTRACTOR is responsible to maintain reports of all significant key risks, such as client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

**EXHIBIT "C"**

**EXHIBIT B-1  
 COMPENSATION AND EXPENSE REIMBURSEMENT  
 Stanford Youth Solutions  
 CWS Parent Partner Services  
 From the effective date of this Amendment No. 1 through June 30, 2021  
 (and each subsequent renewal)**

<b>PROGRAM EXPENSES</b>	<b>TOTAL BUDGET</b>
<b>PERSONNEL EXPENSES</b>	<b>\$78,000</b>
This category includes the expenses of Personnel/Salaries and Benefits (includes 1 FTE Parent partner position, supervision of the parent partner positions by Family & Youth Partnership Management and program oversight. Stanford Youth Solutions offers a comprehensive benefits package, which equals to 25% of an employee's salary. Benefits include: Healthcare (Medical, Dental and Vision), Paid Time Off (1 Personal Day, Vacation, Sick and Holidays) Unemployment Insurance, Worker's Compensation Insurance, Employee Assistance Plan, etc.	
<b>OPERATING EXPENSES</b>	<b>\$17,000</b>
This category includes costs associated with operating the program (i.e. computer licenses for mobile staff, training, recruitment, mobile phones/supplies, insurance, flexible funding for family needs, etc.)	
<b>MILEAGE</b>	<b>\$12,000</b>
This category includes contractor providing field-based services throughout Napa County. Contractor will be reimbursed for approved, reasonable, proper and necessary travel expenses incurred in conjunction with program related travel. Contractor to provide transportation for clients as needed. The current reimbursement rate is \$0.58 in accordance with the IRS standard mileage rate and is subject to change.	
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$107,000</b>
<b>ADMINISTRATION EXPENSES (10%)</b>	<b>\$10,700</b>
<b>TOTAL BUDGET</b>	<b>\$117,700</b>

CONTRACTOR shall prepare and submit invoices for units of service provided hereunder in accordance with COUNTY's standard procedure for payment. Without limiting and foregoing, promptly after the conclusion of each calendar month in which services were provided,

**EXHIBIT "C"**

CONTRACTOR shall prepare and submit an invoice to COUNTY for services provided in the month just concluded.



NAPA COUNTY AGREEMENT NO. 8614  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 19<sup>th</sup> day of May, 2020, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," acting by and through its Purchasing Agent, and STANFORD YOUTH SOLUTIONS, INC., 8912 Volunteer Lane, Sacramento, CA 95826 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."


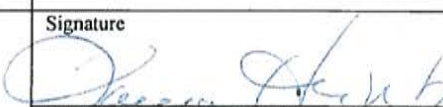
**RECITALS**

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; 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 that are attached hereto and incorporated by reference herein, 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: <u></u> DIANE DILLON, Chair of the Board of Supervisors	Signature <u></u>
ATTEST: JOSE LUIS VALDEZ, Clerk of the Board	Printed Name of Person Signing, and Title, if applicable LAURA HEINTZ, Psy. D., Chief Executive Officer
By: <u></u>	Signature <u></u>
DATE APPROVED BY THE BOARD: <u>May 19, 2020</u>	Printed Name of Person Signing, and Title, if applicable JOVINA NEVES, Chief Financial Officer
Processed by: <u></u> Deputy	

Maximum Amount of this Agreement per fiscal year: \$236,500.00
Term Expires: June 30, 2020
Automatic renewal of term is modified

APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: Rachel L. Ross (e-signature) Date: April 10, 2020
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## TERMS AND CONDITIONS

### SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 "Department" shall mean: Health and Human Services
- 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, 2<sup>nd</sup> Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Catherine Chase, Child Welfare Services Director
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Laura Heintz, Psy. D., Chief Executive Officer, 8912 Volunteer Lane, Sacramento, CA 95826
- 1.6 CONTRACTOR is a  sole proprietor  partnership  corporation  public agency  other (specify) .
- 1.7 The source of funding for this Agreement shall be: This Agreement will be funded by Title IV-E, 2011 Realignment and County General Fund.
- 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: N/A

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at [www.countyofnapa.org](http://www.countyofnapa.org) under "Departments/Health and Human Services Agency/HHSA Contract 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.

### 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 Terms 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":

- (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.
- (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 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.

[ ] (l) Services have been determined by the Department Director 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.)

### 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 Director of Health and Human Services to execute this Agreement on its behalf, COUNTY's Director of Health and Human Services 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, for a maximum of **five** additional fiscal years (the final renewal period concludes on **June 30, 2025**), 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).

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 by reference herein:

Exhibit A: Scope of Work (attached)

Exhibit B: Compensation and Expense Reimbursement (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

Exhibit D: Contractor's Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs



**EXHIBIT A**  
**SCOPE OF WORK**  
**Stanford Youth Solutions**  
**CWS Parent Partner Services**  
**From the effective date of this Agreement through June 30, 2020**  
**(and each subsequent renewal)**

CONTRACTOR shall provide Parent Partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are currently involved in the Child Welfare System. Also, provide prevention services, including education and local resources outside the COUNTY system, to families at high risk of becoming part of the system.

CONTRACTOR shall ensure that Parent Partners have already experienced the child welfare system, and can mentor, encourage, and instill hope in families newly involved with the system.

**SERVICES**

CONTRACTOR shall provide the following services, as appropriate, for children and families who are enrolled in the Nexus Program and/or are part of the Child Welfare system:

- 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.
- Two full-time CONTRACTOR employees co-located on Napa County CWS site; one (1) CONTRACTOR employee shall be in Nexus and one (1) CONTRACTOR employee shall be in Dependency Investigations ("DI") for Family Reunification services. Services for families in DI shall be provided for no more than 90 days per client, with flexibility based on CWS Supervisor or Manager approval in the event longer term support is needed. The goal for these services is for the CONTRACTOR employees to provide a concentrated effort at the beginning stage of the dependency case to help connect families during the heightened level of intensity during DI. A Parent Partner shall be provided to families receiving Nexus/Wraparound services for the entirety of the case.
- Provide a basic understanding how of Child Welfare Services, the Juvenile Court System, and wraparound services are organized and carried out in Napa County.
- Accompany parents to planned meetings as appropriate and provide transportation within Napa County and for parents residing in out of county treatment facilities as needed.
- Provide emotional support and advocacy to families.
- Provide one-on-one support, information, resources and referrals to families in coordination with the department social worker.

- Support and assure that the families' desired outcomes are addressed through their family's court ordered case plan or Nexus Family Service Plan.
- Work within the Child Welfare system to maintain positive relationships among COUNTY employees and CONTRACTOR employees. .
- Develop a tool to assess the satisfaction of families receiving parent advocacy/Parent Partner services and administer the tool twice a year, providing the surveys and any aggregate data to Child Welfare Services within 30 days of the close of administration.
- Provide training and/or technical assistance to families to enable them to access appropriate services for their child.
- Work with County to develop a "Parent Handbook" for parents that will help them to successfully complete the CWS and Court process in a timely manner.
- At the request of the Child Welfare Services, the CONTRACTOR shall identify parents who can serve as the "parent voice" on committees and workgroups as new services program are being developed or existing ones being evaluated.
- Ensure families, together with their child, feel supported throughout the experiences at Napa County CWS and Nexus.

CONTRACTOR shall ensure that all staff providing services to clients have undergone a criminal background clearance.

CONTRACTOR staff shall be co-located with COUNTY project staff. CONTRACTOR shall provide computers, phones, email and other equipment to fulfill the project goals. CONTRACTOR shall be allowed to connect computers to the COUNTY ITS system upon approval of CONTRACTOR equipment by ITS staff.

#### OUTCOMES

CONTRACTOR shall survey families twice annually to determine if:

- Parents, together with their child, feel supported throughout their experiences at Napa County CWS and Nexus.
- Parents feel heard by social workers and have a say in what happens to their child in the court process, the disposition and supervision plan, as well as the family plan for reunification.
- Parents understand the system in which their child is involved and feel that they are being provided positive resources and interventions for their child and family.
- Parents report that the services provided by CONTRACTOR are respectful of them and their ethnicity, culture and history of their family.
- CONTRACTOR shall ensure staff understand the value of wraparound philosophy (i.e. partnering with families, being responsive to their strengths and needs and partnering with other agencies to provide seamless non duplicative services to the child and family).

#### CONFIDENTIALITY

- CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.

- CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

#### DOCUMENTATION

- CONTRACTOR shall work with the COUNTY to determine how to document the services provided under this Agreement in a form acceptable to the COUNTY on a schedule agreed to by both parties, in addition to any requirements specified in the General Terms and Conditions.
- 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 and substantiation of claims for payment of services.
- Upon written notice from the CWS CONTRACT ADMINISTRATOR (CWS Contract Analyst), COUNTY at its sole discretion may impose additional requirements for documentation.

#### CONTRACT MONITORING

- CONTRACTOR is responsible for producing and maintaining all documentation (i.e. Surveys, Case Counts, etc.) required for monitoring.
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable State and Federal regulations.
- CONTRACTOR is required to perform internal quality management activities, including case audits. CONTRACTOR shall show evidence of its internal quality management activities upon request by the COUNTY.
- COUNTY normally shall provide 30-day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.

- Under normal circumstances, the visit may require the review of the following documents: records, which delineate services, provided to specific clients and the date of those services, documentation of training curriculum that meets the required competencies as outlined above, and documentation of staff hours in providing the authorized services. The visit shall also include a review of the documentation of CONTRACTOR's internal quality management activities with a focus on key quality factors (such as the appropriateness of the training curriculum) and key risk factors (such as the adherence to funding standards) as well as client risks. COUNTY may add additional elements to be reviewed.
- COUNTY shall perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY's written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR's activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations. CONTRACTOR is responsible to maintain reports of all significant key risks, such as client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

**EXHIBIT B  
COMPENSATION AND EXPENSE REIMBURSEMENT**

**Stanford Youth Solutions**

**CWS Parent Partner Services**

**Budget**

**From the effective date of this Agreement through June 30, 2020  
(and each subsequent renewal)**

<b>PROGRAM EXPENSES</b>	<b>TOTAL BUDGET</b>
<b>PERSONNEL EXPENSES</b>	<b>\$155,000</b>
This category includes the expenses of Personnel/Salaries and Benefits (includes two full time contractor employee Parent partner positions, supervision of the parent partner positions by Family & Youth Partnership Management and program oversight. Stanford Youth Solutions offers a comprehensive benefits package, which equals to 25% of an employee's salary. Benefits include: Healthcare (Medical, Dental and Vision), Paid Time Off (1 Personal Day, Vacation, Sick and Holidays) Unemployment Insurance, Worker's Compensation Insurance, Employee Assistance Plan, etc.	
<b>OPERATING EXPENSES</b>	<b>\$35,000</b>
This category includes costs associated with operating the program (i.e. computer licenses for mobile staff, training, recruitment, mobile phones/supplies, insurance, flexible funding for family needs, etc.)	
<b>MILEAGE</b>	<b>\$25,000</b>
This category includes contractor providing field-based services throughout Napa County. Contractor will be reimbursed for approved, reasonable, proper and necessary travel expenses incurred in conjunction with program related travel. Contractor to provide transportation for clients as needed in Napa County only or out of county if residing in a residential treatment facility. The current reimbursement rate is \$0.575 in accordance with the IRS standard mileage rate and is subject to change.	
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$215,000</b>
<b>ADMINISTRATION EXPENSES (10%)</b>	<b>\$21,500</b>
<b>TOTAL BUDGET</b>	<b>\$236,500</b>

CONTRACTOR shall prepare and submit invoices for units of service provided hereunder in accordance with COUNTY's standard procedure for payment. CONTRACTOR shall submit a separate monthly invoice for each program, namely Child Welfare Services (CWS) and Nexus (Wraparound). Invoices shall be submitted to COUNTY within 60 days after the conclusion of each calendar month.



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) of this Exhibit C.

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, but limited to no more than three full fiscal years, 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 (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 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.

(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 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 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.

(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 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

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](http://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.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer, 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](http://www.countyofnapa.org).

#### 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).

#### 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.

(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 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 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.

**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 November 8, 2019. 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](http://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 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](http://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](http://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.

(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.

(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.

**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](http://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 Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on [www.NapaHealthMatters.org](http://www.NapaHealthMatters.org) for such services.

**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 (HHS) has adopted a Code of Ethics. If the Department Director determines that the HHS 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 HHS that CONTRACTOR has received, read, understands, and will abide by HHS's Code of Ethics. The Code of Ethics may be found online at [www.countyofnapa.org](http://www.countyofnapa.org) or may be obtained from HHS upon written request.

2.39 **Electronic Billing System.** CONTRACTOR understands that Napa County Health and Human Services (HHS) 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 HHS 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](http://www.countyofnapa.org).

## EXHIBIT D

**VENDOR ASSURANCE OF COMPLIANCE WITH THE NAPA COUNTY WELFARE  
DEPARTMENT NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

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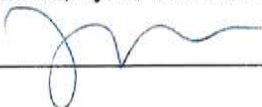
NAME OF VENDOR/RECIPIENT: **STANFORD YOUTH SOLUTIONS, INC.,**

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/RECIPIENT 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/recipient 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/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Signature 
LAURA HEINTZ, Psy. D., Chief Executive Officer
Signature 
JOVINA NEVES, Chief Financial Officer



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 24-2142

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Andrea Salter, Staff Services Analyst  
**SUBJECT:** Semi-Annual Report of Space License and Lease Agreements Executed by the County Executive Officer

---

### **RECOMMENDATION**

Accept and file a report on Space License and Lease Agreements executed by the County Executive Officer during the period July 1, 2024, through December 31, 2024, pursuant to Resolution No. 2018-36. (No Fiscal Impact; Discretionary)

### **BACKGROUND**

Government Code Section 26227 authorizes the Board of Supervisors to delegate authority to staff to enter into space license agreements and leases with other public agencies and private entities, including non-profits and individuals that operate programs that serve a public purpose. On March 20, 2018, the Napa County Board of Supervisors approved Resolution No. 2018-36 delegating authority to execute space license agreements and lease agreements to the County Executive Officer consistent with the scope of Government Code Section 26227. Agreements under this authority are recommended to the County Executive Officer for approval by the Public Works Department, reviewed and approved by Risk Management, and approved as to form by County Counsel. Pursuant to Resolution No. 2018-36, the Property Management Division of the Public Works Department must provide the Board of Supervisors with a report of space license and lease agreements executed pursuant to this authority.

During the period July 1, 2024, through December 31, 2024, the County Executive Officer executed Space License Agreements with the following organizations:

1. Winston's Community Unity Project, for space at South Campus to provide Health Care Options (HCO) Program services;
2. Workforce Alliance of the North Bay (WANB), for office space at South Campus to provide career services;
3. City of Napa, for staging at Sullivan Lot during Napa Lighted Art Festival; and
4. City of Napa, for staging at Historic Courthouse during Napa Lighted Art Festival.







A Tradition of Stewardship  
A Commitment to Service

**Department of Public Works**  
Property Management Division

1195 Third Street, Suite 101  
Napa, CA 94559  
www.countyofnapa.org

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

**Steven E. Lederer**  
Director

DATE: January 14, 2025

TO: Napa County Board of Supervisors

SUBJECT: Semi-annual report to the Napa County Board of Supervisors

Pursuant to Resolution No. 2018-36 approved by the Napa County Board of Supervisors on March 20, 2018, below is a list of space license and lease agreements executed by the County Executive Officer during the period July 1, 2024 through December 31, 2024.

<u>LICENSEE</u>	<u>LOCATION</u>	<u>TERM</u>	<u>PURPOSE</u>
Workforce Alliance of the North Bay (WANB)	South Campus	07/01/24 – Conterminous with MOU No.118, amendments, or successor agreements	Office space to provide career services
Winston’s Community Unity Project	South Campus	09/18/24 – Coterminous with PSA No. 250202D, amendments, or successor agreements	Office space to operate work experience program
City of Napa	Sullivan Lot	01/13/25 – 01/29/25	Staging during Napa Lighted Art Festival
City of Napa	Courthouse	01/16/25 – 01/26/25	Staging during Napa Lighted Art Festival

This report is presented to your Board for informational purposes and does not include space license or lease agreements that may have been executed independent of the Public Works Department.





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-15

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Frank Lucido, Engineering Manager  
**SUBJECT:** Approve Plans & Specifications, Award of Construction Contract, and Budget Transfer for the “Zinfandel Expedited Repair Project”, PW 24-23

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### **RECOMMENDATION**

Approve the Plans & Specifications for the Zinfandel Expedited Repair Project, PW 24-23; award a construction contract to Pomilia Civil of Redwood Valley, CA in the amount of \$159,809 for the Project; and approve a Budget Amendment. (Fiscal Impact: \$600,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

On November 20, 2024, a 72-hour storm event started at Napa County that eventually caused two slides on Mount Veeder and significant scour to the roadway approach on the west side of Zinfandel Bridge (over the Napa River). Damage is estimated to be in the \$6 to 7 million range for all the three sites. However, the situation is still evolving. Design and construction for the slides is expected to start in February of 2025 and construction completed by next winter. The work on Zinfandel Bridge needs to start sooner to prevent potential additional damage to the bridge. This design work for this Project is provided by ADKO Engineering who was previously selected through an RFQ process for potential emergency repairs such as these.

The historic stone arch Zinfandel Bridge over the Napa River was constructed in 1913. Since its original construction, the valley has experienced several major floods and changes to the channel and overbank. At some point a concrete wall was constructed adjacent to the southwest corner of the bridge to provide additional support to the roadway and in 2013 a major project was completed underneath the bridge to promote fish passage. Since the fish passage project, the bridge has been monitored and recently a scour near the concrete wall began to appear. On May 7, 2024, the Board approved \$100,000 in funding for hydraulic modeling of the complex geometry and evaluating the site stability for potential alternatives if needed. Constructing a project in

the Napa River near historic structures is rigorous, time consuming and typically requires a couple of years. Hydraulic modeling has been completed and the design team has been looking at project alternatives to stabilize the area near the Southwest wall that would minimize environmental impacts. The recent storm event caused the Napa River to experience significant flow and staff arranged for a geotechnical engineer to visit the site several times since then. Because of the level of scour and additional soil movement since the event, and the fact that Napa has historically seen severe floods in February and March, staff recommends that a repair be completed as soon as possible. This repair may become temporary or permanent depending on its long-term performance and later input from the permitting agencies. Staff has informed permitting agencies of this upcoming work and is using environmental documents from the previously completed fish passage project as a resource in developing the repair and minimizing impacts. Public Works advertised the Project (which consists of placing rock “rip rap” in a minimal area) on December 21, 2024 in accordance with Section 20150.8 of the Public Contract Code and on January 8, 2025 the following 16 bids were received:

Pomilia Civil, Redwood Valley, CA, \$159,809  
Granite Construction, Ukiah, CA, \$186,475  
Siteworks Construction, Lafayette, CA, \$196,749  
Rege Construction, Cloverdale, CA, \$199,075  
Maggiora& Ghilotti, San Rafael, CA, \$200,400  
Team Ghilotti, Petaluma, CA, \$201,417  
Suulutaaq, Suisun, CA, \$207,778  
Pridmore Construction, Napa, CA, \$209,000  
Ground Control, San Francisco, CA, \$228,048  
Gordon N. Ball, Walnut Creek, CA, \$233,010  
Granite Rock Company, San Jose, CA, \$236,784  
E.E. Gilbert Construction, Martinez, CA, \$236,845  
Coastside Concrete Construction, Santa Rosa, CA, \$254,250  
Pat Nelson Construction, Petaluma, CA, \$281,700  
Argonaut Construction, Petaluma, CA, \$312,254  
Valentine Corporation, San Rafael, CA, \$419,369

Requested Actions:

1. Approve the Plans & Specifications for the Zinfandel Expedited Repair Project, RDS 24-23 (available at: <https://www.countyofnapa.org/bids.aspx?bidID=455>); and
2. Award the construction contract for the Zinfandel Expedited Repair Project, RDS 24-23 the Project to

Pomilia Civil, of Redwood Valley, CA for their low base bid of \$159,809 and authorize the Chair to sign the construction contract; and

3. Approve a Budget Amendment for the following (4/5 vote required):

a. Increase Transfer-Out appropriations by \$600,000 in the Capital Improvement Projects Fund, (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance to fund project 24030; and

b. Increase Construction Services appropriations by \$450,000 in project 24030 (Fund 2040, Sub-Division 2040500, Project 24030, Account 52360) offset by a Transfer-In revenue from the Capital Improvement Projects Fund.

c. Increase Engineer Services appropriations by \$150,000 in project 24030 (Fund 2040, Sub-Division 2040500, Project 24030, Account 52145) offset by a Transfer-In revenue from the Capital Improvement

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

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This repair is needed to prevent further damage and ensure public safety.
Is the general fund affected?	Yes
Future fiscal impact:	Funding will be needed in FY 24-25 for final design, permitting and construction. Permits may require mitigation planting and monitoring for up to 10 years after construction completion.
Consequences if not approved:	At least a portion of Zinfandel Lane could be lost along with potential damage to the historic bridge. This would result in a major disruption to traffic flow in the area.
Additional Information	None

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1 and Statutory Exemption: 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 “Emergency Projects” and Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15269 & §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act.]

Project 24030						1/14/2025
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	\$159,809	\$159,809	\$0	\$0	0%	\$0
25% Construction Contingency	\$39,952	\$39,952	\$0	\$0	0%	\$0
Design and Engineering Consultant	\$125,000	\$50,000	\$75,000	\$70,000	7%	\$5,000
Engineering Consultant Contingency	\$5,239	\$239	\$5,000	\$4,950	1%	\$50
Construction Management	\$20,000	\$20,000	\$0	\$0	0%	\$0
County Project Management/Administration	\$60,000	\$40,000	\$20,000	\$11,000	45%	\$9,000
Environmental, Geotechnical and Special Inspections	\$100,000	\$100,000	\$0	\$0	0%	\$0
Mailers, Newspaper Advertisement, Permit Fees	\$10,000	\$10,000	\$0	\$0	0%	\$0
Post Project Monitoring, Mitigation & Permits	\$180,000	\$180,000	\$0	\$0	0%	\$0
<b>TOTAL</b>	<b>700,000</b>	<b>\$600,000</b>	<b>100,000</b>	<b>85,950</b>	<b>14%</b>	<b>14,050</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 24-2094

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**TO:** Board of Supervisors  
**FROM:** Rollie Soria for Oscar Ortiz, Sheriff-Coroner  
**REPORT BY:** Erin Corry, Staff Services Analyst II  
**SUBJECT:** Adopt a Resolution Approving a Training Agreement with the California State Parks Division of Boating and Waterways.

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### **RECOMMENDATION**

Adopt a Resolution authorizing a training agreement with California State Parks Division of Boating and Waterways, and authorize the Sheriff to sign the agreement and any other necessary documents. (Fiscal Impact: \$1,300 Revenue; General Fund; Not Budgeted; Discretionary)

### **BACKGROUND**

The primary focus of the Sheriff's Office efforts in boating safety and enforcement is on Lake Berryessa. The lake is 30 square miles of waterways with marinas, resorts, and public use areas. Sheriff's Office duties at Lake Berryessa include, but are not limited to, enforcing all boating laws, state laws, county ordinances, boating safety inspections and instructions, vessel accident investigations, search and rescue, emergency medical transports from the water or inaccessible areas, special events and boat safety consultation to the Federal Bureau of Reclamation and the resorts. Sheriff's Office patrols Lake Berryessa on a full-time basis with added coverage during spring and summer months. In addition to Lake Berryessa, Sheriff's Office also conducts checks of Lake Hennessy, a small municipal water supply approximately 2 square miles in size and provides frequent boating safety inspections to the 75 shoreline miles of the Napa River.

One of the important duties Marine Patrol Deputies carry out on all Napa County waterways is boating under the influence (BUI) enforcement. BUI enforcement training is provided by California State Parks and Recreation Division of Boating and Waterways. In 2025, Sheriff's Office will host BUI training, conducted by the Division of Boating and Waterways (DBW). The curriculum shared between DBW and Sheriff's Office will focus on BUI related investigations and is approved by the State of California Commission on Peace Officers Standard Training (POST). Training will be a controlled, wet lab, that requires participants to be under the influence of alcohol. Sheriff's Office personnel will not be administering or consuming any alcohol. This training is highly encouraged for the Sheriff's Office Marine Patrol Unit to be able to conduct BUI investigations successfully on the water. Expenses incurred by the Sheriff's Office to host DBW BUI training is

refundable up to \$1300.

Requested action:

Adopt a resolution approving a training agreement with the California State Parks Division of Boating and Waterways in the amount of \$1,300 for the term January 1, 2025 through June 30, 2026 and authorizing the Sheriff to sign all necessary documents including the agreement.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Sheriff's Operations Budget (Fund 1000; Org 1360000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The curriculum for this training is POST approved and provides the necessary skills and knowledge to enable Deputies to provide safety for California boaters for BUI related incidents.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If the resolution is not adopted, the Sheriff's Office Marine Patrol Unit will not receive comprehensive training to effectively conduct BUI investigations. Sheriff's Office will be required to explore other training that will likely incur additional travel and lodging expenses.

**ENVIRONMENTAL IMPACT**

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING A TRAINING AGREEMENT WITH THE CALIFORNIA STATE PARKS DIVISION OF BOATING AND WATERWAYS**

**WHEREAS**, Napa County, through the Napa County Sheriff’s Office, and the California Department of Parks and Recreation Division of Boating and Waterways (“DBW”) recognize the importance of enhancing boating safety and law enforcement skills within our local waters; and

**WHEREAS**, DBW aims to provide comprehensive training on boating safety and boating law enforcement training; and

**WHEREAS**, Napa County would like to enter into an agreement with the State for the provision of such services.

1. **WHEREAS**, the terms of said agreement are set forth in California Department of General Services, Agreement No. C24706005, attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Napa County Board of Supervisors hereby finds that:

2. The Board has reviewed California Department of General Services, Agreement No. C24706005.
3. The Board approves the aforementioned Agreement.
4. The Board authorizes the Napa County Sheriff to sign the Agreement and any subsequent amendments thereto.

**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 \_\_\_\_\_, 2024, by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_,  
ANNE COTTRELL, Chair of the Board of Supervisors



<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian</p> <p>Date: December 5, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <hr/> <p>Deputy Clerk of the Board</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County  
Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-71

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Appointments to Napa County Planning Commission

---

**RECOMMENDATION**

Appoint District 2 Supervisor Liz Alessio's nomination of Walter Brooks and District 4 Supervisor Amber Manfree's nomination of Pete Richmond to the Napa County Planning Commission. The terms of office commence immediately and run coterminous with the terms of District 2 Supervisor Liz Alessio (December 31, 2028) and District 4 Supervisor Amber Manfree (December 31, 2028). (No Fiscal Impact)

Applicants:

Walter Brooks

Alan "Chuck" Dell'ario

Pete Richmond

Gary Woodruff

**BACKGROUND**

The Napa County Planning Commission consists of five members who are residents of the County and appointed by the Board of Supervisors. Section 2.72.020 of the County Code provides that each Supervisor is entitled to nominate one person to the Napa County Planning Commission. The nominee may reside within or without the Supervisor's district and must be affirmed by the full Board. The full Board has the right to approve or reject the nominee of the Supervisor but cannot nominate candidates.

District 2 Supervisor Liz Alessio will nominate one person from the list of applicants. The Board may either approve or reject Supervisor Alessio's nominee.

District 4 Supervisor Amber Manfree will nominate one person from the list of applicants, and the Board may either approve or reject Supervisor Manfree's nominee.

Requested Action:

1. Accept the nomination from District 2 Supervisor Liz Alessio to appoint Walter Brooks to serve on the Napa County Planning Commission.
2. Accept the nomination from District 4 Supervisor Amber Manfree to appoint Pete Richmond to serve on the Napa County Planning Commission.

**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?**

Planning Commission: Submitted

**Category of Membership for Which You Are Applying**

planning Commisioner

**Profile**

Walter \_\_\_\_\_ F \_\_\_\_\_ Brooks \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94558 \_\_\_\_\_  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 2

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Home: \_\_\_\_\_  
Primary Phone

Self Employed

Employer

Owner

Job Title

Grape Grower

Occupation

## Education/Experience

BS in Physics Rutgers University 1970 PhD Physics Stevens Institute of Technology 1977 MBA Stanford 1991

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

Berndette Brooks

---

## Resume

[WF\\_Brooks\\_Resume.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Chuck McMinn Caleb Mosley Rick Osgood

---

## Community Participation

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

Maintaining a balance between growth and sustainability and quality of life is a major challenge for Napa Valley, the planning commission play and key role in determining and implementing the County General Plan

### Nature of activity and community location

## 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

---

**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)**

Walter F. Brooks

**Date**

12/5.2024

# Walter F Brooks

 [Redacted], Napa, CA, 94558

 [Redacted]  [Redacted]

## Summary

Extensive experience in management of complex space missions, demonstrated leadership of large teams of scientist and engineers, 20 years of experience in Grape growing and winemaking in the Napa Valley with a demonstrated record of community involvement and contributions.

## Skills

Experimental Design

Project Management

Laboratory Techniques

## Education

### Rutgers University BS - Physics

*Aug 1970 Newark, NJ*

### Stevens Institute Of Tecnology PhD - Physics

*Mar 1977 Hoboken, NJ*

## Experience

### Brookhaven National Laboratory Research Assistant

*Nov 1973 - Mar 1977 Upton, NY*

Fundamental Research on Superfluid Helium 3 and Neutron Scattering off 2 dimensional Nitrogen Crystals

### NASA Ames Research Center Division Chief NAS Supercomputing Center

*Apr 1977 - May 2006 Mountain View, CA*

System engineer for first Superfluid cooled IR space telescope, Space Station Redesign Manager, Phase A manager for Spitzer Space Telescope, Developed Worlds Fastest Supercomputer in 2004 to address Columbia Space Shuttle Mishap and to study Climate Issues.

### Brooks Family Vineyard Owner

*May 2001 - Nov 2018 Napa, CA*

Partnered in Starting two Wineries, Campion and Amethyst, developed a Cabernet Sauvignon vineyard and sold grapes to numerous wineries in Napa Valley

### Napa Valley Grapegrowers Board Member

*May 2017 - Nov 2021*

Led initiatives to prioritize climate awareness and sustainable farming practices.

### Napa Valley Vine Trail Board Member/ Vice President

*May 2010 - Present Napa, Ca*

Developed fundraising strategies for the vine trail including Vintners Collection and founders Circle Sponsorship for OakKnoll Section



### 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?

Planning Commission: Submitted

#### Category of Membership for Which You Are Applying

Member

#### Profile

Alan "chuck"

First Name

Dell'ario

Last Name

Middle Initial

[Redacted]

Email Address

[Redacted]

Home Address

Suite or Apt

Napa

City

CA

State

94559

Postal Code

#### Which supervisorial district do you reside in? \*

District 4

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

[Redacted]

Primary Phone

Self  
Employer

Attorney  
Job Title

Attorney  
Occupation

---

## Education/Experience

BA, Economics, Stanford University, 1969; US Army, 1LT Infantry 1969-1971, Includes Vietnam service; JD, UC Hastings College of the Law, 1974; Private legal practice 1974 to present. Certified Specialist, Appellate Law.

---

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

None

---

## Resume

[Resume - combined\\_02-23.pdf](#)

Upload a Resume

[CEQA Article\\_03-29-19.pdf](#)

Letter of Recommendation or Supplemental Attachments

---

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

State Bar of California, December 18, 1974 - no expiration - Good standing; Certified Specialist, Appellate Law, State Bar of California Board of Legal Specialization, February 1, 1997 - January 31, 2027 (subject to renewal) - Good standing.

---

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

Kort VanBronkhorst - [REDACTED]; Mary Rezek - [REDACTED]; Karin Troedsson - [REDACTED].

---

## Community Participation

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

After I moved here in 2010, I began to gain experience in the Napa community and have, over time, increased my participation, first with the Napa City Board of Permit Appeals, later with the Grand Jury, and most recently, with Leadership Napa Valley. I bring a keen legal mind and have extensive knowledge of land use planning issues, particularly CEQA. I ask questions and like to probe the answers. "We've always done it that way," is usually not a good answer for me.

---

## Nature of activity and community location

Justin-Siena HS Mock Trial, Attorney Coach, 2012 - 2023; Foreperson, Napa County Grand Jury, 2017-2018; Leadership Napa Valley, Class 34, 2021 - present, current member, Board of Directors.

**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

---

**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)**

---

Alan C. Dell'Ario

**Date**

---

December 3, 2024

ALAN CHARLES DELL'ARIO

Certified Specialist, Appellate Law, State Bar of California Board of Legal Specialization (Since 1997)

Post Office Box 359

NAPA, CALIFORNIA 94559

[REDACTED] - www.dellario.org

PROFESSIONAL  
EXPERIENCE:

**Alan Charles “Chuck” Dell’Ario, Attorney at Law**

Napa & Oakland, California (May 1982- Present)

Certified appellate specialist, trial lawyer, expert witness and mediator

**Wendel, Rosen, Black & Dean, LLP**

Oakland, California (September 1974 - May 1982)

PUBLIC & PROFESSIONAL SERVICE:

**Leadership Napa Valley**

Class 34, Valedictorian (2021-2022) Board of Directors (2022 - present)

**Constitutional Rights Foundation, High School Mock Trial**

Justin-Siena H.S., Napa, Attorney Coach (2012 - 2023)

**California Court of Appeal, First District Appellate Project**

Court-appointed indigent criminal appeals (1998 - present)

**Temporary Judge**

Contra Costa Superior Court (2020 - 2022)

**Napa County Grand Jury**

Foreperson (2017-2018)

**California Court of Appeal, First Appellate District Mediation**

Court-appointed appellate mediator (2000 - 2012 )

PROFESSIONAL ASSOCIATIONS:

**State Bar of California** (1974 - Present)

Discipline Audit Panel, Member (1988 - 1998, Chair 1990 - 1998)

State Bar Court, Review Department Member (1984 - 1987)

**Ninth Circuit Court of Appeals** (1979 - Present)

**Eleventh Circuit Court of Appeals** (2021 - Present)

**United States Supreme Court** (2000 - Present)

**Napa County Bar Association** (2011 - Present)

**Italian American Bar Association  
of Northern California** (1981 - Present ) (President 1991, 2005-2006)

**Alameda Contra Costa Trial Lawyers' Association** (Sustaining member  
1985 -Present) (Director 2005 - 2011) (President 2011)

**Consumer Attorneys of California** (2014 - Present)  
Champion of Justice (2015), Amicus Committee (2014 -Present)

**PUBLICATIONS:**

Primary Assumption of Risk, *Forum*, May/June 2021  
Justice Gorsuch and the Rule of Law, *Daily Journal*, Oct. 9, 2020  
Win Your Appeal at Trial, *Advocate*, September 2017  
State and Federal Expert Witnesses, *The Verdict*, Fall 2011  
Appellate Mediation, *The Verdict*, Spring & Summer, 2006  
Costs & Attorneys Fees, *The Verdict*, Spring & Summer 1996  
School Desegregation, 2 *Hastings Const. L. Quarterly* 113 (1975)  
FTC Act Administration, 25 *Hastings L. Journal* 1142 (1974)

**OTHER ASSOCIATIONS  
AND HONORS:**

*California Lawyer* Attorney of the Year (2019)  
*Daily Journal* Top Five Appellate Reversal (2018)  
Martindale-Hubbell AV Rating (1982 - Present)  
Northern California Super Lawyer - Appellate (2004 - Present)  
Statistician and Official Scorer, Stanford Football (1972 - 1985, 1990 - 2006 )  
Grand Prize, Gilroy Garlic Festival Cooking Contest (1989)  
Grand Prize, *Oakland Tribune* Recipe Contest (1988)

**EDUCATION:**

Legal: **UC Law San Francisco (Hastings)**, J.D. 1974  
Order of the Coif (top 10%)  
Member, *Hastings Law Journal* (1973-1974)  
Co-Founder and Editor-in-Chief, *Hastings Constitutional  
Law Quarterly* (Volume 1: 1973 - 1974)

Undergraduate: **Stanford University**  
B.A., Economics, 1969

**MILITARY SERVICE:**

**United States Army**  
First Lieutenant, Infantry (1969-1971)  
Vietnam service (Bronze Star with Cluster, Air Medal)

## Appellate Cases With Published Opinions

### Supreme Court of California:

Brennon B. v. Superior Court (2022) 13 Cal.5th 662 (Unruh Act - schools)  
Berroteran v. Superior Court (2022) 12 Cal.5th 867 (amicus - evidence)  
Sandoval v. Qualcomm, Inc. (2021) 12 Cal.5th 256 (amicus - *Privette* doctrine)  
Quigley v. Garden Valley Fire Protection Dist. (2019) 7 Cal.5th 798 (amicus - jurisdiction)  
Regents of Univ. of California v. Superior Court (2018) 4 Cal.5th 607 (college safety)  
T.H. v. Novartis Pharmaceuticals Corp. (2017) 4 Cal.5th 145 (amicus - drug warnings)  
Patterson v. Domino's Pizza, LLC (2014) 60 Cal.4th 474 (employer tort liability)  
People v. Stevens (2009) 47 Cal.4th 625 (due process and courtroom security)  
Soukup v. Law Offices of Herbert Hafif (2006) 39 Cal.4th 260 (SLAPP-backs)

### California Courts of Appeal:

Degala v. John Stewart Co. (2023) 88 Cal.App.5th 158 (*Privette* doctrine)  
Dept. Alcoholic Bev. Control v. ABC App. Bd. (2022) 82 Cal.App. 5th 337 (tied-house laws)  
People v. Faial (2022) 75 Cal.App.5th 738, rev. pending (AB 1950 retroactivity)  
People v. Flores (2022) 73 Cal.App.5th 1032 (youth offender sentencing)  
Aquino v. Superior Court (2021) 73 Cal.App.5th 104 (service of orders)  
Nunn v. J.P. Morgan Chase Bank (2021) 64 Cal.App.5th 346 (involuntary dismissal)  
Williams v. County of Sonoma (2020) 55 Cal.App.5th 125 (cycling - assumption of risk)  
Regents of Univ. of California v. Superior Court (2018) 29 Cal.App.5th 890 (college safety)  
Cuevas v. Contra Costa County (2017) 11 Cal.App.5th 163 (medical damages)  
AMCO Ins. Co. v. All Solutions Ins. Agency, Inc. (2016) 244 Cal.App.4th 883 (subrogation)  
Roe v. Superior Court (2015) 243 Cal.App.4th 138 (limits on defense mental exams)  
Lee v. Silveira (2015) 236 Cal.App.4th 1208 (litigation costs liability)  
Perez v. Grajales (2008) 169 Cal.App.4th 580 (attorney fee arbitration)  
In re Luis B. (2006) 142 Cal.App.4th 1117 (deferred entry of judgment for minors)  
Gill Petroleum, Inc. v. Hayer (2006) 137 Cal.App.4th 826 (real property lease forfeiture)  
Blumenthal v. Superior Court (2006) 137 Cal.App.4th 672 (family law trial procedure)  
Francies v. Kapla (2005) 127 Cal.App.4th 1381 (privacy and MICRA)  
In re Travis W. (2003) 107 Cal.App.4th 368 (carjacking)  
Espresso Roma Corp. v. Bank of America (2002) 100 Cal.App.4th 525 (bank negligence)  
NORCAL v. Newton (2000) 84 Cal.App.4th 64 (medical malpractice insurance)  
People v. Cisneros (2000) 84 Cal.App.4th 352 (probation eligibility)  
People v. McGavock (1999) 69 Cal.App.4th 332 (search and seizure)  
In re Marriage of Hafferkamp (1998) 61 Cal.App.4th 789 (statements of decision)  
Linton v. Superior Court (1997) 53 Cal.App.4th 1097 (small claims)  
Simon v. Superior Court (1992) 4 Cal.App.4th 63 (foreclosure anti-deficiency)  
Eisenbaum v. Western Energy Resources, Inc. (1990) 218 Cal.App.3d 314 (securities)  
R. M. Sherman Co. v. W. R. Thomason, Inc. (1987) 191 Cal.App.3d 559 (public works)  
Archer v. Sybert (1985) 167 Cal.App.3d 722 (torts-intervening cause)  
Valentine v. City of Oakland (1983) 148 Cal.App.3d 139 (Prop 13)  
Smith v. Walter E. Heller & Co. (1978) 82 Cal.App.3d 259 (injunctions-judicial admissions)

**Ninth Circuit:**

Adams v. Speers (9th Cir. 2007) 473 F.3d 989 (police qualified immunity)

In re Dawson (9th Cir. 2004) 390 F.3d 1139 (bankruptcy stay violation)

Tanforan Park Food Purveyors Council v. N.L.R.B. (9th Cir. 1981) 656 F.2d 1358 (NLRB representation election)



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[https://napavalleyregister.com/opinion/letters/your-turn-understanding---and-misunderstanding---ceqa/article\\_ebdfa609-9fe3-5b64-a36e-ba93fa908947.html](https://napavalleyregister.com/opinion/letters/your-turn-understanding---and-misunderstanding---ceqa/article_ebdfa609-9fe3-5b64-a36e-ba93fa908947.html)

Your Turn

## **Your Turn: Understanding - and misunderstanding - CEQA**

Chuck Dell'Ario  
Mar 29, 2019

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**E**very day we hear about the tug-of-war between vintners and conservationists, developers and environmentalists or a combination of them. And often something called CEQA is the “rope” on which they’re pulling. What is CEQA? Why are courts constantly called upon to decide questions about its interpretation and application? Did the county violate CEQA in approving Walt Ranch? Did St. Helena violate CEQA when it approved the Schramsberg winery expansion?

CEQA is the acronym for the California Environmental Quality Act, adopted by the Legislature in 1970. CEQA’s purpose is to disclose the potential impacts of a project, suggest methods to minimize those impacts, and discuss project alternatives, so that decision-makers will have full information upon which to base their decisions.

Environmental impact reports (EIRs) are a critical component of the information-gathering process and are used to provide full public disclosure of the environmental impacts of a proposed project. An EIR entails a detailed, intensive examination of a project from every environmental “angle,” prepared

by professionals specializing in the type of environmental review CEQA requires. Preparation is time-consuming and expensive. Most agencies require the project proponent to bear the expense.

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The California Supreme Court has explained that the long-term protection of the environment must be the guiding criterion in public decisions regarding project approval. But the courts are not empowered to second-guess local approving authorities in their decision making. Rather, any court review of a project's approval is limited to determining whether the decision-makers followed the CEQA "rules" and whether any evidence worthy of belief supports the approval or rejection of a project.

In other words, a court reviewing an approved project for CEQA compliance must accept the evidence supporting the decision and disregard any contrary evidence.

CEQA provides a three-tier process to ensure that public agencies include environmental considerations in their decision-making process. The first tier requires the agency conduct a preliminary review to determine whether an activity is subject to CEQA at all. An activity that is not a "project" as defined in CEQA is not subject to CEQA. But "project" is defined broadly in the statutes to include any activity which may cause either a direct or indirect physical change in the environment.

---

The second tier concerns exemptions from CEQA review. The Legislature has provided that certain projects are exempt. Regulations enumerate exemptions or “classes of projects” that the state has determined to be exempt per se because they do not have a significant effect on the environment. If an approving agency concludes the project is exempt, it only needs say so. An example of an exempt project would be a single-family residence in a residential zone.

On the other hand, if a project does not fall within an exemption, the agency must conduct an “initial study” to determine if the project may have a significant effect on the environment. If the study reveals that the project does not have any significant effect on the environment, the agency prepares a “negative declaration” explaining its reasoning.

CEQA’s third tier applies if the agency determines that the project may cause a significant effect on the environment. In that event, the agency must ensure that a full EIR is prepared on the proposed project.

CEQA provides for agency and court review throughout this process that provide opportunities for applicants and affected persons to challenge the agency determinations as they occur. But any challenges must be raised at each level of agency review (for example, planning commission, city council) before they can be considered in court. Failure to initiate timely agency or court review usually means the project is immune to further challenge on CEQA grounds.

---

Opponents of a project often misunderstand the limits on court review of CEQA

decisions. And they often misunderstand or fail to heed CEQA's procedural requirements, particularly those which require specific, evidence-based objections to a project or to CEQA compliance be raised at each level of agency approval. Local decision-makers must have first opportunity to consider the evidence and argument in favor of and in opposition to a project.

CEQA does not dictate an outcome on a particular project. A project for which an EIR has been prepared and which EIR identifies significant environmental impacts may still be approved. A court may not set aside an agency's approval of an EIR on the ground that an opposite conclusion would have been equally or more reasonable. Courts do not weigh conflicting evidence and determine who has the better argument. Courts will not disturb an agency's project approval where the agency has followed the rules and supported its decision with evidence worthy-of-belief.

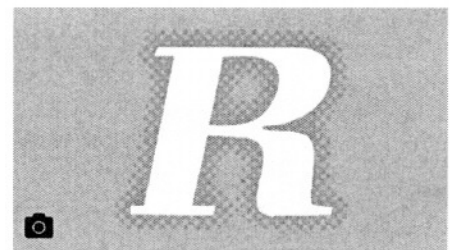
Chuck Dell'Ario has practiced trial and appellate law in Oakland and Napa since 1974. According to the State Bar's website, he is the only appellate specialist with offices in Napa County certified by the State Bar of California's Board of Legal Specialization.

## Related to this story

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### Register logo

Jan 1, 2019



### Your Turn: As an era in Napa wine closes

Nov 15, 2018

George Linton was not a household name in the Napa Valley, but in his way he was as important as Andre Tchelistcheff, Barney Rhodes, Joe Heitz, or the other legends of his day.



**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?**

Planning Commission: Submitted

**Category of Membership for Which You Are Applying**

commission member

**Profile**

Pete \_\_\_\_\_ Richmond \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_ \_\_\_\_\_  
Email Address

\_\_\_\_\_ \_\_\_\_\_  
Home Address Suite or Apt

napa \_\_\_\_\_ CA \_\_\_\_\_ 94558  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 1

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Home: \_\_\_\_\_  
Primary Phone

Silverado Farming  
Employer

President  
Job Title

Vineyard Manager  
Occupation

---

## Education/Experience

Degree for Fresno State in Ag Business 38 years farming vineyards 35 of those in Napa County

---

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

leslie richmond, retired

---

## Resume

[Ltr of rec 4 Pete Richmond signed.pdf](#)

Upload a Resume

[Resume of Pete Richmond.docx](#)

Letter of Recommendation or Supplemental Attachments

---

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

California Farm labor Contractor Expires 1/1 2026

---

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

Amber Manfree Joelle Gallagher Ryan Gregory

---

## Community Participation

---

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

I'd like to see our county help individuals who are filing permit to have a clear understanding of the process. I am concerned about the intersection of business and community and how we can work together towards a common goal. last we need to protect the ag preserve and find housing options for residence

---

### Nature of activity and community location

unclear on question

---

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

Napa county housing commission

---

### 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)**

pete richmond

**Date**

1/4/2025



## Resume of Pete Richmond

[REDACTED]

[REDACTED]

Educatin-1986 Graduate of Fresno State University Degree in Ag Business

### Work Experience

1987-1991 Bien Nacido Vineyards, Santa Maria California

1992 -1995 Atlas Peak Vineyards, Napa

1995-2001 Kendall Jackson. Managed vineyards in Napa, Sonoma and Lake Counties. Created the first certified organic vineyard for Kendall Jackson

2001-Present- Silverado Farming- Founder of a vineyard management company in Napa Valley that focuses on farming winery owned Cabernet Vineyards

### Current Non-Profits

Board Member of Ag for Youth

Board Member and President Napa Valley Grape Growers

Board Member and Vice Chair Communicare Ole Health Operating Board

Board Member and Secretary Ole Health Foundation Board

Board Member and Vice Chair Napa Valley Community Foundation

December 19, 2024

County of Napa

Board of Supervisors

1195 Third Street, Suite 310

Napa, CA 94559

Subject: Letter of Recommendation for Pete Richmond

Dear Chair Cottrell and Supervisors Gallagher, Allesio, Ramos and Manfree

I am writing this letter to recommend my friend and colleague, Pete Richmond for a position on the Napa County Planning Commission.

Pete and my friendship began when I was serving as the Napa County Agricultural Commissioner and Sealer of Weights and Measures. I liked Pete the first time I met him and my respect for Pete has only grown over time. Pete is a critical thinker and has repeatedly demonstrated he has the best interests of his employees, fellow grape growers and our community in mind.

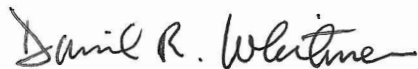
I have served with Pete on the Board of Directors for the Napa Valley Community Foundation, the Napa Valley Grapegrowers and Napa Valley Farmworker Foundation where Pete has shown capable leadership skills and a love for our community and County!

Having just termed off the Napa County Planning Commission myself, I have an acute understanding of what it takes to be a Planning Commissioner. I have no doubt that Pete will bring his understanding of grape growing, wine making and his commitment to the environment and our agricultural heritage to a position on the Napa County Planning Commission.

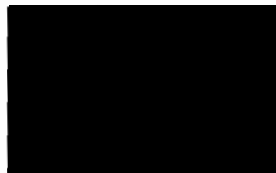
Pete will be an outstanding candidate for the Napa County Planning Commission and comes with my highest personal recommendation.

Please don't hesitate to reach out to me personally if you have any questions.

Sincerely,



David R. Whitmer



**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?**

Planning Commission: Submitted

**Category of Membership for Which You Are Applying**

Member of Committee

**Profile**

Gary \_\_\_\_\_ L \_\_\_\_\_ Woodruff \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address Suite or Apt

Napa \_\_\_\_\_ CA \_\_\_\_\_ 94558 \_\_\_\_\_  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 2

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Mobile: \_\_\_\_\_  
Primary Phone

Retired Sutter Health

Employer

Clinical Archetict for Sutter Health

Job Title

Retired

Occupation

---

## Education/Experience

BA in Health Administration. Worked in the Healthcare Field for over 40 years, Operations of hospitals, emergency trauma planning. Manager of clinical departments and oversaw 55 hospital MRI facilities both in construction, and infrastructure needs. Grand Jury on Groundwater here in Napa Valley. Lived on Mt Veeder area for 14 years with wells, springs, Local Volunteer Fire dept, Property and building issues. Dealt with neighbor disputes and planning department. Experienced in inter-connections in complex systems and how they relate to each other in affecting function and interaction for operational success. Was the main architect for Sutter Healths consolidation of clinical data, 5 regional systems, and 15 separate hospital based systems were rolled into a singular system, over 11 million patient data bases.

---

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

none

---

## Resume

[CV\\_2024gw.docx](#)

Upload a Resume

---

Letter of Recommendation or Supplemental Attachments

---

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

---

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

Patricia Damery: [REDACTED] Diane Bishofberger: [REDACTED] Nick Curtis: [REDACTED]

---

## Community Participation

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

---

I have lived here in Napa Valley for most of my life. I have seen and worked in many environments from Prune picking, Social functions at Krug, Mondavi, Rutherford Grove wineries and Napa Valley Shakespeare Festivals through the years (1968-2001). I witnessed the evolution of food, entertainment and wine programs from their infancy to full blown endeavors with thousands of people attending and the side effects of these crowds. My experience with Sutter Health over the years dealt with long term planning and roadmaps to bring the corporation toward those long term goals via merging physician, para-professionals and patient interests together through singular clinical applications. Working with selected vendors to achieve these ideas into designs never losing the long term goals. In my late high school and junior college endeavors standing up a recycling center in Napa many years before any push from the government toward these types of systems. The local garbage company was our worst competitor and against us within the local government. My interest in the California environment has stretched from the Sierras to our local Valley in the form of water use, fire controls and traffic congestion due to the lack of proper planning of infrastructure compared to other Ca Counties. These things all have elements here in the Valley and because we have such a small space the effects are amplified for our residents and public systems. There is no easy answer to these problems, but a voice of reason needs to be sounded so we can take a breath to control all of the demands on our small Valley.

**Nature of activity and community location**

---

Charles Krug Winery: Music festivals, Plays, Performances (St Helena) Robert Mondavi Winery: Jazz Festival (Oakville) Taught Theatre Arts: Napa junior College (Napa) Rutherford Grove Winery: Shakespeare Festival (Rutherford) Napa High, Vintage High: Yearly musicals Theatre Arts (Napa) The Napa River Inn: Napa Valley Shakespeare Festival (Napa)

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

---

Napa Valley Transportation Citizens Committee (Napa City Rep), Napa Valley Unified School District Citizens Bond Oversight Committee, Napa County Grand Jury 2022-2023

**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

---

**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)**

---

Gary L Woodruff

**Date**

---

01-02-2025

## **Background:**

Gary is currently retired for the last 3 years. He worked in the Medical Field as a manager, technical specialist/marketer for Physicians in a large mobile MRI/CT company. He was instrumental in research and development of digital imaging capture devices with Philips Medical Systems. He was a lecture for medical conferences in the United States and abroad. He worked for Sutter Health for 27 years and lead development of clinical systems as an Architect and project manager from a systems perspective (70 sites).

He has lived in Napa Valley for most of his life except for his internship and some College education in the East Bay for 4 years. He helped start the Napa recycling center in 1969 which processed 6-12 tones of cans, bottles and newspaper a week. In recent years he has been a member of NVRTA Citizens Advisory Committee, NVUSD Citizens Bond Review Committee, one year term on the Grand Jury and is a Board member of Napa Vision 2050. He has worked and donated thousands of hours in the Community from Calistoga to American Canyon in Theatre Stage Craft for High School and Junior College students. He did lighting design for the Robert Mondavi Jazz Festival from 1970-1981, Charles Krug Young Audience Concerts 1968-1972, Berkley Rep 1974-75, and The Napa Valley Shakespeare Festival 1992-2001. He has assisted in all the High School musicals produced by Vintage and Napa High since 2006 in teaching lighting design and production to students.

## **Education:**

BAHSA St. Mary's College  
AS Radiology Technology Merritt College  
AA Napa College

## **Employment:**

2011-2021: Enterprise Clinical Architect for Sutter Health Information Services  
1983-2010: Diagnostic Imaging Manager, Marketing and Technical Specialist/  
Technical Manager for Sonoma Valley Hospital, Northbay Medical Center,  
Alliance Imaging (55 hospitals), Novato Community/Marin General Hospitals.

## **Teaching Experience:**

Gary was a National Speaker with American Society of Radiologic Technologists , CR and DR quality control and management, PACS implementation and workflow design for digital departments. Gary taught Cross-Sectional Anatomy at the Western Institute of Health & Science. He has taught many classes for the RT



programs at Santa Rosa J.C., Samuel Merritt College, CSRT & Kaiser Health. He also taught Stage Craft at Napa College and the Napa Valley Shakespeare Festival.

He has given talks on MRI for the greater Sacramento Radiology Society, Dasonics, Picker Medical Systems and to many radiologists and hospitals through-out the Western States. He has given accredited talks at AHRA, AHRA Electronic Conferences, CSRT, North Western Imaging Forums on CR & DR imaging, Basic PACS, department work flow for technologists and North Western "NW Imaging Forums" Seminars for Administrators on workflow, VNA design and PACS basics.

### **Publications:**

He has published RSNA White Papers on "ER trauma and Surgery digital imaging using portable CR and DR", "Calibration of CR and DR together in a department" for like images and "Wet reading results to ER physicians pre and post PACS implementation".

### **Summary:**

Gary believes in Local Community and helping organizations turn toward the good of the whole. The health of the Valley is shown by success of basic businesses, schools, and housing for the working people along with a good transportation infrastructure. Our environment should support our water supply and help in reducing Green House gases. These are the things that make up a small community like Napa Valley.

Gary L Woodruff

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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-36

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Andrew M. Mize, Legislative & Policy Analyst  
**SUBJECT:** Formation of Ad Hoc Committee on Inclusivity

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### **RECOMMENDATION**

Approve the formation of an Ad Hoc Committee on Inclusivity and designate to serve on the committee no more than two members of the Board of Supervisors. (No Fiscal Impact)

### **BACKGROUND**

At its regular meeting on December 17, 2024, the Board directed the County Executive Officer to return at a future meeting with an item forming an ad hoc committee of the Board to respond to community issues affecting historically marginalized populations as appropriate in conjunction with the Board's approval of a related position statement. The proposed scope of this committee is to review and recommend courses of action related to the local impacts of actions of the three branches of the state and federal governments to local public agencies and private nonprofits providing services to especially vulnerable communities.

This ad hoc committee is to be solely composed of two members of the Board of Supervisors. County staff and members of the public may be invited to meet with the committee as it undertakes its review of pertinent issues.

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

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Click or tap here to enter text.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Click or tap here to enter text.
Is the general fund affected?	Yes
Future fiscal impact:	Click or tap here to enter text.

Consequences if not approved:  
Additional Information

Click or tap here to enter text.  
Click or tap here to enter text.

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: 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: 1/14/2025

File ID #: 25-5

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**TO:** Board of Supervisors  
**FROM:** Brian D. Bordona, Director of Planning, Building and Environmental Services  
**REPORT BY:** Kelli Cahill, Planner III  
**SUBJECT:** Sentinel LLC/Inglenook Residence Appeal

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**RECOMMENDATION**

PUBLIC HEARING - Sentinel LLC/Inglenook Residence Appeal

Move to continue the public hearing for an appeal filed by Water Audit California (Appellant) to the Napa County Planning Commission's decision on November 15, 2023, to approve a Use Permit Exception to the Conservation Regulations (No. P22-00404-UP) filed by Adobe Associates, Inc. on behalf of Niebaum-Coppola Estate Winery LP (Applicant) to allow a private access road to encroach into the creek setback in order to serve existing agricultural structures and a potential future residence. (No Fiscal Impact)

(CONTINUED FROM DECEMBER 17, 2024. STAFF REQUESTS CONTINUANCE TO JANUARY 28, 2025.)

**BACKGROUND**

The matter before the Board involves an appeal filed by the Appellant to decisions made by the Napa County Planning Commission on November 15, 2023, to: (1) adopt a Mitigated Negative Declaration; and (2) Approve Use Permit Exception to the Conservation Regulations No. P22-00404, to allow improvements to a private access road serving existing agricultural structures and a future residence to encroach into the minimum required 45- to 55-foot creek setback from the top of bank of Bear Creek.

The project is along an existing private driveway to a parcel used for agricultural storage that includes several existing barns where a future residence is proposed (027-200-017). The proposed driveway improvements involving road widening is proposed along the existing driveway where portions are located within the setback

of Bear Creek.

On November 27, 2023, a timely Notice of Intent to Appeal was filed by the Appellant, and on December 11, 2023, the Appellant submitted a timely Appeal Packet. The public hearing was opened on February 27th and continued to March 12th, June 11th, August 20th, November 12th, December 3rd, December 14th, and January 14th to allow the parties the opportunity to resolve the appeal. The Appellant and Applicant have reached a tentative settlement but request a continuance to allow the settlement to be formally memorialized and the salient terms provided to staff to incorporate into revised conditions of approval for adoption by the Board. All parties request that the hearing be continued to January 28, 2025, at 9:00 A.M.

Staff, Appellant and Applicant presentations and public testimony will not occur at the January 14, 2025 hearing. Documents associated with No. P22-00404-UP and this appeal record (No. P23- 00356 -APL) are available for review in the Napa County Department of Planning, Building and Environmental Services, and at [https://experience.arcgis.com/experience/e689ed72576041f2ad40b3e8c0f25206/#data\\_s=id%3AdataSource\\_1-Current\\_PBES\\_Projects\\_Public\\_8744%3A1175](https://experience.arcgis.com/experience/e689ed72576041f2ad40b3e8c0f25206/#data_s=id%3AdataSource_1-Current_PBES_Projects_Public_8744%3A1175).

Requested Actions:

1. Chair introduces the item and opens the public hearing;
2. Motion by a Board member, second by another Board member, and a vote by the Board to continue the hearing to January 28, 2025, at 9:00 AM.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Mitigated Negative Declaration. According to the proposed Mitigated Negative Declaration, the proposed project would not have any potentially significant environmental impacts after implementation of mitigation measures. Mitigation measures are proposed for the following area: Biological Resources. The project site is not included on a list of hazardous materials sites enumerated under Government Code Section 65962.5.



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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-108

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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**RECOMMENDATION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: County Executive Officer



Napa County  
Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 1/14/2025

**File ID #:** 25-109

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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**RECOMMENDATION**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)  
(1))

Alexis Davenport v. County of Napa

California CRD Case No. 202312-22829901 / EEOC Charge No. 37A-2024001396