Napa County

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

Agenda - Final

Tuesday, June 23, 2026
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.

https://www.napacounty.gov/

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.

PUBLIC COMMENT

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.

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 are generally limited to three minutes.

ON A MATTER NOT ON THE AGENDA OR ANY CLOSED SESSION AGENDA ITEM

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 generally 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. Any comments on the closed session agenda shall be made during the time allotted for General 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://napa.legistar.com/Calendar.aspx

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing July 19-25, 2026 as "Probation Services Week" in Napa County. (No Fiscal Impact) **26-1250**

Attachments: Proclamation

5. CONSENT CALENDAR

Auditor-Controller

A. Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2026. (Fiscal Impact: Revenues of $8,209,487, Expenditures of $87,566,794, Various Funds, Not Budgeted; Discretionary) **26-1290**
[4/5 vote required]

Attachments: Attachment A
Attachment B

Clerk of the Board

B. Reappoint Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Committee (CCP) with a term of office to commence immediately and expire on June 30, 2030. (No Fiscal Impact) **26-1305**

Attachments: Rodriguez Application

C. Appoint Julia Palos to represent Member Interested/Experienced in Affordable Housing and/or Farm Worker Housing on the Napa County Housing Commission to fill a term that commences immediately and expires on October 1, 2027. (No Fiscal Impact) **26-1312**

Attachments: Palos Application

D. Approval of minutes from the June 15, 2026 special meeting and June 16, 2026 regular meeting. (No Fiscal Impact) **26-1316**

Attachments: June 15, 2026
June 16, 2026

County Executive Office

E. Adopt a Resolution Adopting the Recommended Budget for Napa Valley Tourism Improvement District (NVTID) for Fiscal Year 2026-27, with total financing uses of $8,520,000. (Fiscal Impact: Establishes budget appropriations of $8,510,000; NVTID; Discretionary) **26-1264**

Attachments: Resolution
Schedules 12, 13 and 14

Health and Human Services Agency

F. Approve and authorize Amendment No. 1 to Agreement No. 260123B with Progress Foundation, Inc., to increase the contract maximum by $400,000 for a new contract maximum of $889,294 for Fiscal Year 2026-2027, to allow for one-time expenditures aimed at restoring capacity for housing for persons experiencing mental illness. (Fiscal Impact: $400,000 Additional Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1026**

Attachments: Agreement

G. Approve and authorize Amendment No. 4 to Agreement No. 210314B with Crestwood Behavioral Health, Inc., to increase the contract maximum by $943,751 for a new contract maximum of $4,596,606 for Fiscal Year 2026-2027, and each subsequent renewal, to support additional operational costs associated with expanded bed count and ongoing program costs required to meet an increased demand for crisis services. (Fiscal Impact: $943,751 Additional Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1226**

Attachments: Agreement

H. Approve and authorize Agreement No. 270030B with The Regents of the University of California - Davis Campus Continuing and Professional Education for a contract maximum of $169,958 for Fiscal Year 2026-2027 to provide training services to County staff. (Fiscal Impact: $169,958 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-1227**

Attachments: Agreement

I. Approve and authorize Amendment No. 2 to Agreement No. 240303B with Napa Valley Community Foundation (NVCF) for the term upon approval through June 30, 2028, to support the One Napa Valley Initiative (ONVI) and Napa Valley Together (NVT) through an increase of $50,000 in Fiscal Year 2026-2027 that maintains the contract maximum at $100,000 for an additional year, and annually thereafter at $50,000 beginning in Fiscal Year 2027-2028. (Fiscal Impact $50,000 Additional Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-1320**

Attachments: Agreement

Housing & Community Services

J. Adopt a Resolution for the Jamboree Housing Corporation Permanent Supportive Housing Project revising the unit count and extending the existing reservation of funds for one (1) year. (No Fiscal Impact) **26-1172**

Attachments: Resolution

K. Approve and authorize Amendment No. 5 to Agreement No. 220333B with Benevate, LLC (Neighborly Software) for $29,800 for the term July 1, 2026 through June 30, 2027, for the Neighborly software system that hosts the administration and management of the Affordable Housing Programs. (Fiscal Impact: $29,800 Expense: Affordable Housing Fund 2080, Subdivision 208000; Budgeted: Discretionary) **26-1261**

Attachments: Agreement

L. Adopt a Resolution Adopting the Recommended Budget for County Service Area No 4 (CSA No.4) for Fiscal Year 2026-27, with total financing uses of $1,687,253. (Fiscal Impact: Establishes budget appropriations of $715,220; County Service Area No. 4; Discretionary) **26-1265**

Attachments: Resolution
Schedules 12, 13 and 14

Human Resources – Division of CEO's Office

M. Adopt a Resolution amending the Table and Index of Classes, the Departmental Allocation List for the Auditor-Controller's Office, and Human Resources, a Division of the County Executive Office, and appropriate personnel policies. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary) **26-1260**

Attachments: Resolution
Exhibit A 37C-3 - redline
Exhibit A 37C-3 - clean

N. Adopt a Resolution to approve a Total Tentative Agreement with the Napa County Probation Professionals Association and Napa County Probation Professionals Association Supervisory Units for the term July 1, 2026 through June 30, 2029, and salary increases in fiscal years 2026-2027, 2027-2028, and 2028-2029. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary) **26-1342**

Attachments: Resolution
Exhibit A

In-Home Supportive Services Public Authority of Napa County

O. Adopt a Resolution Adopting the Recommended Budget for Napa County In-Home Supportive Services (IHSS) Public Authority for Fiscal Year 2026-27, with total financing uses of $1,644,025. (Fiscal Impact: Establishes budget appropriations of $1,644,025; In-Home Supportive Services Public Authority; Discretionary) **26-1266**

Attachments: Resolution
Schedules 12, 13 and 14

Information Technology Services – Division of CEO's Office

P. Approve and authorize Amendment No. 4 to Agreement No. 170009B with Tyler Technologies, Inc., increasing the contract by $17,500 and extending the term through December 31, 2026, for consulting services, data storage, maintenance and support for the County's current customized Digital Health Department System. (Fiscal Impact: $17,500 Expense; General Fund; Budgeted; Discretionary) **26-1168**

Attachments: Agreement

Lake Berryessa Resort Improvement District

Q. Adopt a Resolution Adopting the Recommended Budget for Lake Berryessa Resort Improvement District (LBRID) for Fiscal Year 2026-27, with total financing uses of $1,943,701. (Fiscal Impact: Establishes budget appropriations of $1,624,610; Lake Berryessa Resort Improvement District; Discretionary) **26-1268**

Attachments: Resolution
Schedules 12, 13 and 14

R. Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed for Lake Berryessa Resort Improvement District as of June 30, 2026. (Fiscal Impact: Revenues of $1,563,653, Expenditures of $3,280,189, Lake Berryessa, Not Budgeted; Discretionary) **26-1292**
[4/5 vote required]

Attachments: Attachment A

Library

S. Approve and authorize grant awards for 22 agreements with 16 different organizations as recommended by the Napa County Arts and Culture Advisory Committee; and Agreement No. 270057B between the Arts Council Napa Valley and the Library to act as the Napa County Local Arts Agency and implement the Napa County Cultural Plan for the term July 1, 2026, through June 30, 2027. (Fiscal Impact: $299,561, Expense; General Fund; Budgeted; Discretionary; and Fiscal Impact: $63,065, Expense; Library Fund; Budgeted; Discretionary) **26-1113**

Attachments: Agreement No. 270033B Napa Valley Youth Symphony
Agreement No. 270034B E and M Presents Inc
Agreement No. 270035B Lunchtime Productions
Agreement No. 270036B Friends of the Cameo d.b.a Cameo Cinema Foundation
Agreement No. 270037B Napa Valley Education Foundation
Agreement No. 270038B Lunchtime Productions
Agreement No. 270039B Brannan Center
Agreement No. 270040B American Canyon Arts Foundation
Agreement No. 270041B Valley Players
Agreement No. 270042B Shakespeare Napa Valley via di Rosa
Agreement No. 270043B Calistoga Theater Company
Agreement No. 270044B Valley Players
Agreement No. 270045B NCOE Foundation
Agreement No. 270046B diRosa Preserve
Agreement No. 270047B diRosa Preserve
Agreement No. 270048B American Canyon Arts Foundation
Agreement No. 270049B Music in the Vineyards
Agreement No. 270050B Music in the Vineyards
Agreement No. 270051B Napa Valley Festival Association d.b.a Festival Napa Valley
Agreement No. 270052B Music in the Vineyards
Agreement No. 270053B Napa Valley Museum
Agreement No. 270054B Napa County Historical Society
Agreement No. 270057B Arts Council Napa Valley

T. Approve and authorize a sole source award for Agreement No. 270060B with the Napa County Resource Conservation District (NCRCD) with a contract maximum of $38,000 for the term July 1, 2026 through June 30, 2028 to create a pollination garden and outreach programs at the Napa County Library. (Fiscal Impact: $38,000 Expense; Library Fund; Budgeted; Discretionary) **26-1221**

Attachments: Agreement

U. Approve and authorize Amendment No. 4 to Agreement No. 210369B with Innovative Interfaces Inc. to reflect all fiscal years and meets its payment commitments for future renewed subscription. (No Fiscal Impact) **26-1239**

Attachments: Agreement

Monticello Public Cemetery District

V. Adopt a Resolution Adopting the Recommended Budget for Monticello Public Cemetery District (MPCD) for Fiscal Year 2026-27, with total financing uses of $155,332. (Fiscal Impact: Establishes budget appropriations of $124,742; Monticello Public Cemetery District; Discretionary) **26-1269**

Attachments: Resolution
Schedules 12, 13 and 14

Napa Berryessa Resort Improvement District

W. Adopt a Resolution Adopting the Recommended Budget for Napa Berryessa Resort Improvement District (NBRID) for Fiscal Year 2026-27, with total financing uses of $2,215,811. (Fiscal Impact: Establishes budget appropriations of $2,209,812; Napa Berryessa Resort Improvement District; Discretionary) **26-1270**

Attachments: Resolution
Schedules 12, 13 and 14

X. Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed for Napa Berryessa Resort Improvement District as of June 30, 2026. (Fiscal Impact: Revenues of $112,033, Expenditures of $187,691, Napa Berryessa, Not budgeted; Discretionary) **26-1291**
[4/5 vote required]

Attachments: Attachment A

Napa County Housing Authority

Y. Accept and file accounts receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2026. (Fiscal Impact: $1,643 Expense; Napa County Housing Authority Fund; Budgeted; Discretionary) **26-1120**

Attachments: NCHA-Recommended Write Offs

Z. Adopt a Resolution Adopting the Recommended Budget for Napa County Housing Authority (NCHA) for Fiscal Year 2026-27, with total financing uses of $3,770,739. (Fiscal Impact: Establishes budget appropriations of $2,840,215; Napa County Housing Authority; Discretionary) **26-1272**

Attachments: Resolution
Schedules 12, 13 and 14

Probation

AA. Approve and authorize Agreement No. 270024B with Lexipol, LLC for the term July 1, 2026 through June 30, 2029, with a total contract maximum of $69,500 to review, revise, and create department policies and procedures. (Fiscal Impact: $22,025 Expense; General Fund; Budgeted; Discretionary) **26-1118**

Attachments: Agreement

AB. Approve and authorize Amendment No. 3 to Agreement No. 200078B with Satellite Tracking of People, LLC. to extend the term on a month-to-month basis, with no change to the maximum compensation, to provide juvenile and adult electric monitoring for the Probation and Corrections department. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary) **26-1254**

Attachments: Agreement

Public Works

AC. Approve a Budget Amendment; and approve and authorize Amendment No. 1 to Agreement No. 260188B with TLCD Architecture Inc. to increase the maximum contract amount from $110,641 to $324,552 to provide construction documents and construction support services for the PBES Remodel Project, PW 23-30. (Fiscal Impact: $213,911 Expense; General Fund; Discretionary)
[4/5 vote required] **26-1186**

Attachments: Agreement

AD. Award a Construction Contract to Rege Construction, Inc., of Cloverdale, California, in the amount of $627,099; and approve a Budget Amendment in the amount of $554,423 for the "Redwood Road Slide Repair Project, MPM 2.3," RDS 25-27. (Fiscal Impact: $554,423 Expense; Capital Improvement Fund; Budget Reallocation; Discretionary).
[4/5 vote required] **26-1237**

Attachments: Budget Summary

AE. Adopt a Resolution Adopting the Recommended Budget for Napa County Community Facilities District 2012-1 for Fiscal Year 2026-27, with total financing uses of $387,635. (Fiscal Impact: Establishes budget appropriations of $387,635; Community Facilities District 2012-1; Discretionary) **26-1273**

Attachments: Resolution
Schedules 12, 13 and 14

AF. Adopt a Resolution Adopting the Recommended Budget for County Service Area No. 3 (CSA No. 3) for fiscal year 2026-27, with total financing uses of $324,687. (Fiscal Impact: Establishes budget appropriations of $206,850; County Service Area No. 3; Discretionary) **26-1274**

Attachments: Resolution
Schedules 12, 13 and 14

AG. Approval of plans and specifications for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A and the "Napa County Animal Shelter Phase I Furnace Replacement," PW 26-05B 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 Public Contract Code section 20150.8. (No Fiscal Impact) **26-1284**

AH. Approve the Plans and Specifications for the "Napa Library Building Maintenance Project", PW 25-13A; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-1306**

Sheriff

AI. Approve and authorize Amendment No. 4 of Agreement No. 180110B with Legacy Removal Services, LLC, for coroner-related transportation services with no increase to the contract maximum. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Mandatory) **26-1159**

Attachments: Agreement

AJ. Approve and authorize Amendment No. 3 of Agreement No. 180111B with A&P Helicopters to extend the term through June 30, 2029, for aerial transportation services with no increase to the contract maximum. (Fiscal Impact: $65,500 Expense; Drug Enforcement Agency Grant; Budgeted; Discretionary) **26-1161**

Attachments: Agreement

AK. Approve and authorize Amendment No. 2 of Agreement No. 210312B with Focal Forensics, LLC, for media redaction services with no increase to the contract maximum. (Fiscal Impact: $89,620 Expense; General Fund; Budgeted; Discretionary) **26-1175**

Attachments: Agreement

AL. Approve and authorize Amendment No. 2 of Agreement No. 240103B with National Medical Services for forensic toxicology services and to increase the contract maximum from $50,000 to $65,000. (Fiscal Impact: $15,000 Expense; General Fund; Budget; Discretionary) **26-1196**

Attachments: Agreement

AM. Approve and authorize Amendment No. 10 to Agreement No. 170779B with Cooperative Joint Powers Dispatching Services with the City of Napa for emergency dispatch services and records management, increasing the contract maximum from $2,562,753 in Fiscal Year 2025-2026 to $2,687,915 for Fiscal Year 2026-2027. (Fiscal Impact: $125,162 Expense; General Fund; Budgeted; Mandatory) **26-1258**

Attachments: Agreement

Silverado Community Services District

AN. Adopt a Resolution Adopting the Recommended Budget for Silverado Community Services District (SCSD) for Fiscal Year 2026-27, with total financing uses of $438,473. (Fiscal Impact: Establishes budget appropriations $251,430; Silverado Community Services District; Discretionary) **26-1275**

Attachments: Resolution
Schedules 12, 13 and 14

6. PUBLIC COMMENT
For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors, Special Districts and any Closed Session agenda item. (see page 1)

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. PUBLIC HEARINGS

Napa County Groundwater Sustainability Agency

A. Adopt a Resolution Adopting the Recommended Budget for Napa County Groundwater Sustainability Agency for Fiscal Year 2026-27, with total financing uses of $3,121,117. (Fiscal Impact: Establishes budget appropriation of $2,481,182; Napa County Groundwater Sustainability Agency; Discretionary) **26-1271**

(CONTINUED FROM JUNE 16, 2026)

Attachments: Resolution
Supplemental #1
Schedules 12, 13 and 14

County Executive Office

B. Adopt a Resolution Adopting the Recommended Budget for Napa County for Fiscal Year 2026-27; and adopt a Resolution Amending the Table and Index of Classes. (Fiscal Impact: Establishes budget appropriations for all County funds; Discretionary) **26-1276**

(CONTINUED FROM JUNE 16, 2026)

Attachments: Resolution - County Budget
Schedules 1, 2, 3 and 4
Schedules 2, 3 and 4 (Non-Operating Special Revenue Funds)
Schedules 12, 13 and 14 (Internal Service and Enterprise Funds)
Resolution - Personnel
SEC 37C-4 Mgt. Comp. Plan Confidential (redline)
SEC 37C-4 Mgt. Comp. Plan Confidential (clean)

County Fire Department

C. Adopt a Resolution to adjust the Fire Capital Facilities Fee to align with the Consumer Price Index for properties located within the unincorporated area of Napa County that are also within the American Canyon Fire Protection District. (No Fiscal Impact) **26-1108**

Attachments: Resolution
Consumer Price Index
Fee Study

10. ADMINISTRATIVE ITEMS

Public Works

A. Adoption of a Resolution updating the Napa County Left-Turn Lane Warrant/Screening Update (No Fiscal Impact). **26-1235**

Attachments: Resolution
Traffic Control Devices - Redline
Traffic Control Devices - Clean
Left Turn Lane (LTL) Analysis
LTL Screening & User Guide
LTL Fillable Form (in PDF)
Response to Stakeholders Comments

11. CLOSED SESSION

A. Silverado Community Services District **26-1190**
Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: Bojuana Wilcosky v. County of Napa Public Works, et. al; Napa Superior Court Case No. 24CV001696.

B. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(2 Cases) **26-1338**

Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111, A176066

Name of case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256; United States Court of Appeal, Ninth Circuit, Case No. 25-3903

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JULY 28, 2026 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 THURSDAY, JUNE 18, 2026 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, Clerk of the Board

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1250

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation Recognizing July 19-25, 2026 as Probation Services Week in Napa County.

RECOMMENDATION

Presentation of a Proclamation recognizing July 19-25, 2026 as “Probation Services Week” in Napa County. (No Fiscal Impact)

Probation Services Week: July 19-25, 2026

WHEREAS, probation plays a unique and essential role in California's criminal and juvenile justice systems by combining accountability and rehabilitation in a way no other part of the justice system does, advancing public safety through evidence-based and court-ordered programs delivered by highly trained and dedicated probation professionals whose ranks reflect the diversity of the communities they serve and whose expertise helps justice-involved individuals address complex challenges, access critical services and resources, reduce recidivism, and successfully transition to healthier, more productive lives; and

WHEREAS, the Napa County Probation Department serves as a key partner within the justice system, collaborating with courts, law enforcement, schools, behavioral health providers, community organizations, and local agencies to strengthen outcomes for individuals, families, and the broader community; and

WHEREAS, the Napa County Probation Department supports victims of crime through the collection of court-ordered restitution, collecting nearly $400,000 in Fiscal Year 2024–2025 and more than $620,000 thus far in Fiscal Year 2025–2026, helping restore financial losses and reinforce accountability; and

WHEREAS, through innovative programs such as its Mobile Supervision Van, the Department expands access to supervision, services, and support throughout Napa County, reducing barriers and fostering positive outcomes for those under its supervision; and

WHEREAS, the dedication, professionalism, and service of probation personnel contribute significantly to safer communities, stronger families, and a more effective justice system.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 23rd day of June 2026, does hereby recognize **July 19–25, 2026**, as **Probation Services Week** in Napa County and encourages all residents to recognize and appreciate the important contributions of probation professionals to justice, rehabilitation, victim restoration, and community safety. The Board further extends its sincere gratitude to the dedicated professionals of the Napa County Probation Department whose service, compassion, and commitment help uplift individuals, strengthen families, and make Napa County an even safer, stronger, and better place to live, work, and thrive.

Amber Manfree, Chair

Liz Alesso, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1290

TO: Board of Supervisors

FROM: Tracy Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: Fiscal Year 2026-27 Budget Carry Forward for Continued Projects and Related Contract Encumbrances and Purchase Orders

RECOMMENDATION

Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2026. (Fiscal Impact: Revenues of $8,209,487, Expenditures of $87,566,794, Various Funds, Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Due to the size of the projects and timing of contract awards, projects are often started in one fiscal year yet completed in a future year.

Attachment A provides a listing of approved Purchase Orders using the Fiscal Year 2025-26 budget, for which the goods have not been received in the current Fiscal Year, in the amount of $1,125,978. Funds for these purchase orders have been encumbered through the purchase order approval process and will flow into the following year.

Attachment B provides a listing of current Capital Improvement Projects and non-capital projects with related contracts to be rolled over to the new fiscal year, in the amount of $86,440,816. Revenues of $8,209,487 listed are not yet received and will be carried forward budgeted amounts to be received in the following year. The remainder of funds needed for these projects have already been restricted through the project approval or contract encumbrance process and will flow into the following year.

None of the items listed on these attachments were included in the Fiscal Year 2026-27 budget. Once all June invoices are paid, these amounts will be adjusted, and the final carry forward budgets will be determined. The Auditor-Controller will provide a final listing as part of the year-end letter for the ratification of the final

appropriations to be carried forward.

Requested Action:

Approve and authorize the carry forward budget amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue sources include planned use of fund balance, grants, or other revenue sources specifically related to these items. Please see Attachment A and B for a detailed listing.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the continuation of work on these projects in Fiscal Year 2026-27.
Is the general fund affected?	No
Future fiscal impact:	Carry forward budgets and appropriations are needed for encumbrances and commitments entered into during the current fiscal Year or prior year that have not been completed or fulfilled by June 30, 2026. These projects have not been re-budgeted as part of the 2026-27 adopted budget.
Consequences if not approved:	Failure to approve the carry forward budgets will impede the smooth operation of continuing active projects and cause a delay in getting contractors/vendors paid timely.

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.

County of Napa

Estimated Purchase Order Carryforward Listing

June 30, 2026

Attachment A

PO Number	Fiscal Year	Description	Open Amount	Vendor	Vendor Name	Department
26000802	**2026**	Meter Testing Equipment	$55,145.81	9520	PACE SUPPLY CORP	Agricultural Commissioner
25000968	**2025**	Air Filter, Bubble Mailers, CD-RW, Stapler, TONER	$2,031.75	283	ODP BUSINESS SOLUTIONS	Assessor-Recorder-County Clerk
25000966	**2025**	Umbrellas for Staff Organizational Development FY2	$874.02	31548	4IMPRINT, INC.	Assessor-Recorder-County Clerk
25001666	**2025**	Inmate Welfare	$6,863.52	16611	BOB BARKER CO INC	Corrections
26001017	**2026**	HP SAN shelf expansion - Security Camera Project	$190,965.00	37190	ADVANCED DATA RECOVERY SYSTEMS, INC	County Executive Office
26000915	**2026**	Outdoor Locker Control Module dehumidifier 23 door	$13,684.35		LYNGSOE SYSTEMS, INC.	County Library
25001420	**2025**	TKT-101866 - Laptop, Monitor, Docking Station	$647.18	20328	DELL MARKETING LP	District Attorney
26001085	**2026**	Training- Lucas Devices	$29,311.78		BOUND TREE MEDICAL LLC	Fire Protection
26001053	**2026**	AED Lifepaks	$29,699.16		BOUND TREE MEDICAL LLC	Fire Protection
26001038	**2026**	SAW- Stihl Saw	$4,015.00		CLOVERDALE SAW & MOWER CT	Fire Protection
25000832	**2025**	Extrication Tools- Brackets/Mounts for cutter tool	$3,059.25	41779	WESTERN EXTRICATION SPECIALISTS INC	Fire Protection
24000586	**2024**	#21 Skeeter EV/IHC 1750 Water Tender	$570,993.42	11327	GOLDEN STATE FIRE APPARATUS/PIERCE MFG	Fire Protection
25001622	**2025**	SSSD Career Center Reconfiguration	$137.95	36243	TROPE GROUP INC	Health & Human Services Agency
24002375	**2024**	Haworth work stations for fiscal	$145.80	100066	FLIP OFFICE FURNISHINGS	Health & Human Services Agency
24001622	**2024**	Cabinets/Siren Warning Package Equipment -Ford350	$1,225.00	7637	WATTCO	Health & Human Services Agency
26000989	**2026**	Native Plants for Bale Slough Group B	$18,537.34		CORNFLOWER FARMS INC	NC Flood Control District
25001558	**2025**	TKT-102054 - laptops & docking stations	$5,698.14	20328	DELL MARKETING LP	Planning, Bldg & Env Svcs
25001530	**2025**	General Office Supplies	$189.44	283	ODP BUSINESS SOLUTIONS	Planning, Bldg & Env Svcs
26000948	**2026**	Software to maintain County facilities and assets.	$50,823.31		BRIGHTLY SOFTWARE INC	Property Management
25000693	**2025**	Renewal of Capital Management Software	$33,864.79	35792	BRIGHTLY SOFTWARE INC	Property Management
26000852	**2026**	Computer Equipment for Probations at 555 Gateway	$68,523.25	11097	AMS NET LLC	Public Works
26000855	**2026**	Computer Equipment for Probations at 555 Gateway	$33,236.71	20328	DELL MARKETING LP	Public Works
26000894	**2026**	2nd Tack Pot for spring projects	$6,176.78		CORE EQUIPMENT LEASING LLC	Roads
25001605	**2025**	MOTOROLA APX6000 XE RADIOS 2024 HSGP	$128.81	29125	MOTOROLA SOLUTIONS INC	Sheriff

Total Approved PO Carryforward **$1,125,977.56**

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2026

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
General Fund - Public Works Projects						
1000	1220500	05002 (Angwin Water Study)	228,352	228,352		-
1000	1220500	11012 (Measure A-Lake Berryessa)	1,281,455	1,281,455		-
1000	1220500	26021 (Unincorporated Areas of Napa County Projects	1,241,767	1,241,767		
			2,751,574	**2,751,574**		**-**
Library						
2020	2020501	25028 (Napa Library Maintenance)	-	432,179	250313B Nacht & Lewis Architects, Inc.	33,180
2020	2020501	26004 (Napa Library HVAC Replacement Proj.)	-	1,370,320	260170B YEI Engineers Inc	465,609
2020	2020501	26014 (Napa Library Furniture Project)		229,958	260239B MG West Company	169,938
			-	**2,032,457**		**668,727**
Roads						
2040	2040500	10002 (Devlin Road Segment E)	-	204,545	250053B Sanchez Brothers Landscaping Inc	7,000
2040	2040500	14009 (Dry Creek Bridge -Dry Creek)	-	3,460,185	170635B Biggs Cardosa Associates	222,660
					250223B Bureau Veritas North America Inc	354,670
					250403B Gordon N. Ball, Inc	1,347,179
2040	2040500	14010 (Chiles Creek Bridge-Pope Valle)	-	1,071,314	170727B Biggs Cardosa Associates	144,313
					240283B Bureau Veritas North America Inc	2,312
					240254B Gordon N. Ball, Inc.	298,988
					260267B Empire Landscaping Inc.	314,918
2040	2040500	16003 (Garnett Bridge at Greenwd Ave)	200,125	183,753	190001B Biggs Cardosa Associates, Inc.	63,156
2040	2040500	16017 (Greenwood EMRM)	-	28,909		
2040	2040500	20035 (Buhman Bridge)	-	50,495	220105B Pat Nelson Construction Inc.	37,455
2040	2040500	21060 (Soscol Ferry Rd at Devlin Rd Intersection Ro	-	20,366	250176B G.H.D. INC.	8,207
2040	2040500	21069 (BK FLAP 2)	-	53,037		
2040	2040500	22005 (2021 Storm 1730 Silverado Trail)	-	60,738		
2040	2040500	22012 (Campbell Creek Culvert)	-	187,329		
2040	2040500	22031 (Berryessa Highlands Paving)	-	220,946		
2040	2040500	22042 (HSIP Cycle 11)	-	1,190,742	240422B Bargas Environmental Consulting, LLC	23,953
2040	2040500	23006 (2023 Annual Guardrail Repairs)	-	95,111	230084B ADKO Engineering, Inc.	9,675
					250437B Valentine Corporation	35,000
2040	2040500	23026 (Monticella Area Paving)	-	16,066		

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2026

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
2040	2040500	23034 (Lawley Toll Rd. MPM 2.50)	-	91,563		
2040	2040500	23035 (Mt. Veeder Rd. MPM 3.75)	-	14,790		
2040	2040500	23037 (Mt. Veeder Rd. MPM 3.99)	-	13,900		
2040	2040500	23038 (Steele Canyon Rd. MPM 6.4)	-	14,233	230190B Miller Pacific Engineering Group	2,400
2040	2040500	23039 (Redwood Rd. MPM 4.5)	-	15,001		
2040	2040500	24007 (Pope Valley Road Resurfacing)	-	747,740	230190B Miller Pacific Engineering Group	4,019
2040	2040500	24012 (NV Vine Trail Yountville-St. Helena)	-	1,896,791	240200B Kimley-Horn and Associates, Inc.	798,480
2040	2040500	24015 (HSIP Cycle 11 Intersection Improv.)	-	35,960	250052B Bellecci & Associates	21,228
					250429B MCK Americas INC	13,334
2040	2040500	24030 (Zinfandel Approach Scour)	-	298,933	240278B ADKO Engineering, INC.	2,220
2040	2040500	24033 (MT Solano Ave-Big Ranch Rd. Pavement)	-	5,380,111	250394B Nichols Consulting Engineers	5,384
					260238B TRC Engineers INC	319,189
					250429B MCK Americas Inc.	15,782
					260306B Mountain Cascade Inc	4,187,813
2040	2040500	24034 (Deer Park Region and West Zinfandel Paving	-	7,233,603	240426B G.H.D. Inc.	19,416
					230150D Cal Interpreting & Translations Inc.	91
2040	2040500	25007 (HSIP 12)	-	32,013	260339D E.S.A. P.W.A.	19,800
2040	2040500	25008 (Redwood Road 2.3 Repair Wall)	-	267,055		
2040	2040500	25010 (Pueblo Pocket Sewer/Roadway Rehab)	-	3,261,379	250396B Nichols Consulting Engineers	36,309
2040	2040500	25011 (Conn Valley Bridge)	-	-		
2040	2040500	25013 (2025 Annual Guardrail Repair)	-	83,854		
2040	2040500	25014 (2025 Minor Bridge Repairs)	-	67,360		
2040	2040500	25015 (Upper Partrick Road Rehabilitation)	-	1,873,458	230255B Cal Engineering & Geology Inc.	140,676
					240278B ADKO Engineering Inc	4,025
					260372 Argonaut Constructors	1,488,614
2040	2040500	25016 (Bridge Preventive Maint. Program)	-	1,016,650		
2040	2040500	25020 (Annual Striping Maintenance)	-	28,175		
2040	2040500	25021 (Mt. Veeder Rd. MPM 3.5)	-	587,858	250321B ADKO Engineering, INC.	82,450
2040	2040500	25022 (Mt. Veeder Rd. MPM 5.2)	-	122,798	230255B Cal Engineering & Geology Inc.	158
2040	2040500	25023 (South Kelly Road Paving)	-	21,821	250311B City of American Canyon	7,361
2040	2040500	25029 (Tower Road Paving)	-	46,715	250311B City of American Canyon	17,823
2040	2040500	25033 (Redwood Road 2.3)	-	1,219,184	240278B ADKO Engineering Inc.	45,980
					250354B ADKO Engineering Inc.	61,063
2040	2040500	25034 (Rossi Road Bridge)	-	1,969,206	250353B ADKO Engineering, INC.	95,218
					240278B ADKO EngineeringG, INC	56,564
					260354B CATS4U, INC.	1,224,326

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2026

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
					260152D Toby's Trucking INC	60,687
2040	2040500	25035 (Ridgecrest Drive)	-	114,900	230190B Miller Pacific Engineering Group	31,977
					240278B ADKO Engineering, INC.	2,653
					250352B ADKO Engineering, INC.	4,502
					250395B TRC Engineers INC	9,845
					260085B W R Forde Associates INC	59,792
2040	2040500	25036 (2025 Storm debris clean/sml. Slides)	-	260,778	230190B Miller Pacific Engineering Group	8,648
2040	2040500	25038 (Mount Veeder 1.2)	-	166,073		
2040	2040500	25042 (Road paving (various))	-	1,414,227	230190B Miller Pacific Engineering Group	9,265
					250429B MCK Americas INC	6,456
					250460B Team Ghilotti, INC	482,808
2040	2040500	25044 (Napa Valley Vine Trail Vista)	-	418,430		
2040	2040500	25047 (Trancas Street Paving)	-	193,687	250070B ST. Francis Electric	112
2040	2040500	25049 (Pueblo Area Ditch)	-	43,544		
2040	2040500	26007 (Vine Trail Calistoga)	-	19,053	260252B Napa Valley Vine Trail Coalition	12,113
2040	2040500	26008 (SS4A Demonstration Grant)	-	160,000		
2040	2040500	26018 (Devlin Road Paving)	-	1,385,493	230190B Miller Pacific Engineering Group	27,500
					250429B MCK Americas Inc	59,265
					230150D Cal Interpreting & Translations Inc.	81
2040	2040500	26015 (2026 Annual Guardrail Repair)	-	34,743	260201B ADKO Engineering, Inc.	11,313
2040	2040500	26030 (2026 Annual Striping Project)	-	240,500		
2040	2040500	26031 (Imola Paving)	-	348,064		
2040	2040500	26009 (Airport Road Entrance Prelim Design)	-	59,889	250395B TRC Engineers Inc	31,263
2040	2040500	26032 (Redwood Road Paving)	-	89,219		
2040	2040500	26023 (Redwood Rd MPM 5.41 Slide Repair)	-	129,254	260285B ADKO Engineering, Inc.	75,807
2040	2040500	26024 (2026 Storm Mt. Veeder Rd. at Lokoya)	-	138,504	240278B ADKO Engineering, Inc.	29,259
					260286B ADKO Engineering, Inc.	108,514
2040	2040500	26026 (2026 Storm Diamond Mountain Road)	-	82,732	260303B ADKO Engineering, Inc.	6,915
2040	2040500	26027 (2026 Storm White Sulpher Springs Rd.)	-	275,948	240278B ADKO Engineering, INC.	16,677
					260300B ADKO Engineering, Inc.	222,004
					230150D Cal Interpreting & Translations Inc.	80
2040	2040500	26028 (2026 Storm Wall Road)	-	350,889	240278B ADKO Engineering, Inc.	12,650
					260302B ADKO Engineering, Inc.	273,991
2040	2040500	97001 (Oakville Bridge)	-	493,303		
2040	2040500	R8020 (Partrick Road Bridge MPM 00.88)	-	250,817		
2040	2040500	R8390 (Manley Lane)	-	19,259		

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2026

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
2040	2040500	S7312 (Dry Creek Road-MPM 9.75)	-	179,350	250407B Empire Landscaping Inc.	113,434
2040	2040500	S9101 (555 Wall Road)	-	128,895		
2040	2040500	S9103 (Oakville Grade mpm 1.35)	-	30,001		
			200,125	**40,211,239**		**13,216,820**
Public Ways & Facilities SRF						
2440	1220060	Measure A - Unincorporated	80,000	2,751,574		-
			80,000	**2,751,574**		**-**
Capital Projects						
3000	3000550	18002 (Pavement Maintenance)	-	24,753		-
3000	3000560	19002 (Bear Creek Tributary)	8,392	7,239		-
3000	3000505	19005 (New Jail)	-	1,740,623		-
3000	3000505	19006 (New Jail (Offsite)	-	50,001		-
3000	3000550	21070 (1127 First HVAC Replacement)	-	2,184,487	250327B Kirby Constructions Company, Inc.	2,031,778
					220210B YEI Engineers Inc.	45,498
					230242B Ninyo & Moore Geotechnical and Enviromental	920
3000	3000504	22008 (South Campus Bldg A&B Maintenance)	-	1,288,605	240311B Nacht & Lewis Architects, Inc.	8,260
					250429B MCK Americas Inc	134,690
					250362B CWS Construction	292,117
					260117B American River Construction	99,740
3000	3000560	22028 (Coutywide Security Projects)	-	400,975	260065C Bay Alarm Company	165
					260176C Bay Alarm Company	3
3000	3000560	22035 (EOC Emergency Generators)	-	49,625		
3000	3000505	23013 (Jail Transition Project)	-	151,407		
3000	3000503	23016 (JJC Improvements)	-	551,293		
3000	3000504	23018 (So Campus Bldg #4 HVAC Upgrades)	-	4,703,954	250429B MCK Americas Inc	265,234
					260124B YEI Engineers Inc	124,371
3000	3000503	23021 (JJC Security System)	-	136,310		
3000	3000560	23045 (Facilities Space Plan and Plan Dev.)	-	1,495,331		
3000	3000560	24001 (Countywide ADA)	-	1,725,077		
3000	3000500	24005 (PBES Remodel)	-	293,345		
3000	3000560	24011 (Enterprise Data Mgmt. Solutions)	-	118,954		
3000	3000504	24027 (Crisis Stailization Napa B5_497)	-	1,863,947	230242B Ninyo & Moore Geotechnical and Enviromental	15,620
					240326B T.L.C.D. Architecture	69,449

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2026

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
					260117B American River Construction	1,208,567
3000	3000560	24028 (Atlas Peak Generator Replacement)	-	404,983	220316B COAAR Design Group	7,500
					260231B AJM General	104,542
3000	3000560	25001 (HVAC & Roof Repairs)	-	124,834		
3000	3000560	25002 (Major Carpet Replacements)	-	110,687	230342B Facilities by Design LLC	2,840
3000	3000560	25003 (Generator Repair and Replacement)	-	154,678	260108B Peterson Power Systems	118,072
3000	3000560	25004 (Skyline Park Acquisition)	-	678,685	250355C Unico Engineering Inc	40
3000	3000550	25018 (Mt. St. Helena Tower Replacement)	-	1,563,545		
3000	3000503	25019 (JJC Building Maintenance)	-	211,686	250299B Nacht & Lewis Architects, Inc.	194,168
3000	3000560	PM000 (Repair & Replacement (Small Proj.))	-	273,158	220316B COAR Design Group	55,000
3000	3000550	25050 (HHSA Behavioral Health Treatment Center)	-	2,574,514	220317B Nacht & Lewis Architects, Inc.	39,522
					260284B Thompson General Con	1,753,240
3000	3000550	26002 (Probation Tenant Improvements)	-	1,130,762	220317B Nacht & Lewis Architects, Inc.	36,062
					260113B Gateway Partners 1 LLC	29,289
					260284B Thompson General Con	378,368
					230342B Facilities by Design LLC	15,251
3000	3000501	26006 (Sheriff Bldg. Rehab)	-	433,139	260125B Nacht & Lewis Architects, Inc.	282,832
3000	3000550	26019 (Ag Commissioner's Warehouse)	-	292,942	220316B Coar Design Group	10,000
					230242B Ninyo & Moore Geotechnical and Environmental	5,750
3000	3000502	26022 (1st & 2nd Floor Improve. At HOJ)	-	2,983,046		
			8,392	**27,722,585**		**7,328,888**
Airport						
5010	5010500	24032 (Fuel Farm Improvement)	-	226,396	240127B Roundtable Tecnhical Resources, Inc	89,010
				-	250195B MCK Americas, Inc	58,163
5010	5010500	25040 (North GA Ramp Reconstruction)	5,169,396	6,567,244	250360B Mead & Hunt Inc	59,423
5010	5010500	26009 (Airport Road Entrance Prelim Design)	-	59,889	250395B Trc Engineers Inc	31,263
5010	5010500	26017 (Airport Terminal Redevelop. Phase 2	-	269,050	220316B Coar Design Group	134,250
5010	5010500	26033 (PMMP Update)	-	450,000		
			5,169,396	**7,572,579**		**372,109**
5th Street Parking Garage						
5020	5020500	PKG00 (Uncommitted Project Funds)	-	112,209		
5020	5020500	25027 (5th Street Garage Maintenance)	-	457,648	250313B Nacht & Lewis Architects, Inc.	70,870
			-	**569,857**		**70,870**

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2026

ATTACHMENT B

		Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
Animal Shelter					
5040 5040500 ANS00 (Uncommitted Project Funds)		-	88,522		
5040 5040500 25043 (Animal Shelter HVAC & Roof)		-	405,532	260111B YEI Engineers Inc	367,065
				220317B Nacht & Lewis Architects, Inc.	1,232
		-	**494,054**		**368,297**
Total CIP Appropriations/Revenue Carryforward		**8,209,487**	**84,105,919**	**Total CIP Contract Balances to Carryforward**	**22,025,711**
Non-CIP Carryforward detail listing					
3000 -Capital Projects - Project 20ERP					
3000 3000560 20ERP (County Finance & HR ERP System)		-	2,334,897	200281B TYLER TECHNOLOGIES, INC.	545,077
		-	**2,334,897**		**545,077**
Total Non-CIP Appropriations/Revenue Carryforward		**-**	**2,334,897**	**Total Non-CIP Contract Balances to Carryforward**	**545,077**
Grand Total Appropriations/Revenue Carryforward		**8,209,487**	**86,440,816**	**Total Contract Balances to Carryforward**	**22,570,788**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1305

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 County Community Corrections Partnership Executive Committee

RECOMMENDATION

Reappoint Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Committee (CCP) with a term of office to commence immediately and expire on June 30, 2030. (No Fiscal Impact)

BACKGROUND

There is currently one opening on the Napa County Community Corrections Partnership Executive Committee (CCP) due to an expired term. The County Executive Office advertised the opening and received one application from Fabio Rodriguez to represent Chief of Police.

The purpose of the Community Corrections Partnership is to advise the Probation Department on the development and implementation of a "Community Corrections Program," as provided for in the Community Corrections Performance Act of 2009 (California Penal Code Sections 1228 through 1233.7), and to recommend a "local plan" to the Board of Supervisors for the implementation of the 2011 public safety realignment, as provided for in Section 1230.1 of the Penal Code.

The CCP consists of 13 members with the following composition as required by law:

1. Chief Probation Officer

2. District Attorney

3. Sheriff

4. Public Defender

5. Presiding Judge of the Superior Court, or designee

6. The Director of Health & Human Services

7.The Deputy Director of Health & Human Services for Mental Health/Mental Health Director

8. The Deputy Director of Health & Human Services for Alcohol and Drug Programs

9. The County Superintendent of Schools

10. A County Supervisor, or the County Executive Officer, or a designee of the Board of Supervisors (appointed by the Board of Supervisors)

11. A Chief of Police

12. An individual who represents the interests of victims (appointed by the Board of Supervisors)

13. A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense (appointed by the Board of Supervisors)

Requested Action:

Reappoint Fabio Rodriguez on the Napa County Community Corrections Partnership Executive Committee to represent Chief of Police with term commencing immediately and expiring on June 30, 2030.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Inclusivity & Community

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.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 10, 2026

Fabio Rodriguez
[redacted]
Napa, CA 94559
Via email: [redacted]

Re: **Napa County Community Corrections Partnership Executive Committee**

Dear Fabio:

You have been a valued member of the **Napa County Community Corrections Partnership Executive Committee** representing **Chief of Police**. The term of your position will expire June 30, 2026. If you wish to request reappointment for a 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 **Napa County Community Corrections Partnership Executive Committee** for the term expiring June 30, 2030.

==========

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 contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.napacounty.gov/1420/Boards-Committees-Commissions

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

SIGNATURE

6/2/26.
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 Community Corrections Partnership Executive Committee: Submitted

Category of Membership for Which You Are Applying

Napa County Community Corrections Partnership Executive Committee

Profile

Fabio
First Name

Middle Initial

Rodriguez
Last Name

Email Address

Home Address

Napa
Suite or Apt

Napa
City

CA
State

94559
Postal Code

Which supervisorial district do you reside in? *

- [x] District 1

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

Primary Phone

City of Napa	Police Chief	Law Enforcement
Employer	Job Title	Occupation

Education/Experience

I currently serve as the Chief of Police for the City of Napa. I have over 25 years of experience as a sworn peace officer in California. I hold a BA and MS in Criminal Justice from California State University Sacramento.

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

Resume

Resume.docx
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Sworn Police Officer in California and certified through Peace Officers Standards and Training (California P.O.S.T).

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

Community Participation

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

As a member of Law Enforcement, I understand the importance of collaboration between law enforcement, the community and members of the criminal justice system. Being a member of the Community Corrections Partnership will allow me to have a voice and positive impact in this process.

Nature of activity and community location

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

I currently serve as a board member for Napa Nurturing Empowerment Worth & Safety (Napa NEWS).

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)

Fabio R. Rodriguez

Date

01/07/2026

Fabio Rodriguez

Napa, CA. 94559

CURRENT EMPLOYER:

Napa Police Department **January 2022 to Present**

CURRENT ASSIGNMENT:

Chief of Police **October 25, 2025, to Present**

- Direct and manage the operations of the Napa Police Department. To include law enforcement, crime prevention, and community outreach.

PREVIOUS EMPLOYER:

Vallejo Police Department **June 1997 to January 2022**

PREVIOUS MANAGEMENT ASSIGNMENTS:

Acting Chief of Police (Napa) **April 2025, to October 2025**

- Directed and managed the operations of the Napa Police Department. To include law enforcement, crime prevention, and community outreach.

Napa Police Captain **January 2022 to April 2025**

- Managed both the Operations Division and the Administrative Division.

Vallejo Police Administrative Lieutenant **February 2021 to January 2022**

- Patrol Staffing/Logistics, Traffic Division, Operation PEACE, Project Manager, Watch Commander.

Vallejo Police Lieutenant-Detective Division **April 2019 to February 2021**

- Managed the Investigations Section, Crime Reduction Team, Evidence/Property Section, Court Liaison and the Crime Analyst Unit.

Vallejo Police Lieutenant- Patrol Division **Sept 2018 to March 2019**

- Patrol Watch Commander: Oversaw officers responding to calls for service of in progress crimes.

BACKGROUND:

- Bilingual in Spanish

EDUCATION:

California State University Sacramento **2000**
- Bachelor of Science-Criminal Justice

California State University Sacramento **2009**
- Master's Degree-Criminal Justice

Sherman Block P.O.S.T. Supervisory Leadership Institute, Class # 418 **2018**

California P.O.S.T. Management Class # 21-6 **2021**

Claremont University: Drucker School of Management **2024**
- Executive Leadership Institute, Class # 8

PROFESSIONAL CERTIFICATES:

- P O S T Supervisor Certificate
- P O S T Management Certificate
- P O S T Executive Leadership Development Certificate

PUBLICATIONS:

•"Proposal for an Internet Crimes Against Children Task Force (ICAC) Within the Vallejo Police Department." (Master's 2009). California State University, Sacramento Library. (OCLC Number 638994310), (Thesis R696442 2009).

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1312

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 Napa County Housing Commission

RECOMMENDATION

Appoint Julia Palos to represent Member Interested/Experienced in Affordable Housing and/or Farm Worker Housing on the Napa County Housing Commission to fill a term that commences immediately and expires on October 1, 2027. (No Fiscal Impact)

BACKGROUND

There are currently three openings due to vacancies and a resignation on the Napa County Housing Commission. The County Executive Office advertised the openings and received one application from Julia Palos to fill the term due to the resignation of Jennifer Putnam.

On August 8, 2023, the Napa County Board of Supervisors adopted Ordinance No. 1484 amending Section 2.102.020 of Chapter 2.102 - Housing Commission, to add a seat to the Napa County Housing Commission to be filled by a representative of the Napa Valley Farmworker Foundation.

On August 11, 2015 the Napa County Board of Supervisors adopted Resolution No. 2015-106 amending the Bylaws of the Napa County Housing Commission reorganizing the membership of the commission from eleven members to eight members comprising six (6) Housing Commissioners and two (2) Tenant Commissioners. On August 25, 2015 Ordinance No. 1402 amended Chapter 2.102 of the Napa County Code reorganizing the composition and expanding the duties of the Napa County Housing Commission.

The Napa County Housing Commission (NCHC) was established by Ordinance No. 1289 of the Board of Supervisors of Napa County on April 24, 2007, pursuant to Article 3.5 of Chapter 1 of Part 2 of Division 24 (commencing with section 34200) of the California Health and Safety Code. Additional changes were made to the NCHC by Ordinance No. 1313. The Napa County Housing Commission was formed in April 2007 after the dissolution of the Napa County Farmworker Housing Oversight Committee and Farmworker Housing Advisory Committee CSA #4 dissolved effective July 1, 2007. The function of the Commission is to review and make recommendations on all matters to come before the Napa County Housing Authority (NCHA), prior to any

NCHA action and to the Board of Supervisors for projects that utilize Affordable Housing Funds.

The purpose of the NCHC is to advise and make recommendations including:

- operation and management of farmworker housing centers operated by the Authority;
- allocation of the proceeds of the annual assessment established for County Service Area #4 and ensuring proceeds are audited every two years;
- expansion of existing farmworker housing centers or the creation of new centers; and
- advise the Board on appropriate use of housing funds for affordable housing development projects.

The membership composition of the Commission shall have the following qualifications:

- One member shall be a representative of the Napa Valley Farm Bureau;
- One member shall be a representative of the Napa Valley Grapegrowers;
- One member shall be a representative of the Napa Valley Vintners;
- One member shall be an affordable housing developer;
- One member from the public who is in real estate or a real estate developer;
- One member from the public interested and/or experienced in affordable housing or farmworker housing;
- One member of the Napa Valley Farmworker Foundation; and
- Two members who are tenants of a NCHC facility

Requested Action:

Appoint Julia Palos to the Napa County Housing Commission to fill a term expiring on October 1, 2027.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Inclusivity & Community

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 Housing Commission: Submitted

Category of Membership for Which You Are Applying

Commission Member

Profile

Julia
First Name

Middle Initial

Palos
Last Name

Email Address

Home Address

Suite or Apt

Napa
City

CA
State

94559
Postal Code

Which supervisorial district do you reside in? *

☑ District 5

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

Mobile:
Primary Phone

Silverado Farming Co	Employee Advocate	Community Outreach
Employer	Job Title	Occupation

Education/Experience

Bachelors in Sociology from University of California, Berkeley 3 years experience working with farmworkers and seasonal workers. More than 10 years working in community resource-based jobs.

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

Resume

Julia_Palos_Resume_.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.

Rafael Ojeda	Alejandra Quintana-	Amielia Adams

Community Participation

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

I wish to serve on the commission to contribute and support the development and management of the Farmworker Centers. Working closely with seasonal farmers, I am able to connect, build trust, and support with accessing community resources and information that does not often reach our farmers. I feel that I could be a liaison to connect and gain insights to the experiences the farmers face thus informing the management of the centers.

Nature of activity and community location

my work is located in Napa County but I connect with staff from Lake county, Napa, Solano, Sonoma, and San Joaquin Counties.

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

I am in process of applying to the board for Community Resources for Children. I am currently on the Community Programs and Grants Committee with the Napa Valley Community Foundation and I am also part of the strengthening Immigrant Families Committee.

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)

Julia Palos

Date

4/20/2026

JULIA PALOS

| | Napa, Ca

CAREER OBJECTIVE

Mission-driven community leader with a background in sociology, advocacy, and program design. My experience is rooted in building equitable, people-centered initiatives that increase access to resources, strengthening communities, and improving quality of life for working families. My experience spans program development, cross-sector partnerships, and direct service, with a focus on under-resourced communities.

WORK EXPERIENCE

Farmworker Advocate, Silverado Farming Company **2023 - present**

- Design and coordinate worker-centered programs that expand access to food, education, and essential resources for farmworker families.
- Build and manage partnerships with community organizations to create sustainable initiatives to improve access to resources for hard-to-reach workers.
- Develop and implement equitable employee support initiatives including scholarship opportunities, school supply drives, diaper distributions, and clothing drives.
- Strengthen trust and engagement with crews through culturally responsive outreach and consistent on-site presence throughout the season.

Senior Site Coordinator, Napa County Office of Education **2021 - 2023**

- Supported establishment of Napa County's State Oral Health Grant, helping align local partners, priorities, and implementation strategies with state requirements.
- Led community-based prevention outreach on youth substance use with a focus on the intersection of mental health.
- Planned and coordinated campus-wide wellness initiatives including, wellness days and Adverse Childhood Experiences-informed mental health trainings for students, families, and school staff.

EDUCATION

Bachelor's Degree- Sociology | University of California, Berkeley |2020

SKILLS

Bi-lingual: English & Spanish
Data Collection Tracking & Reporting
Outreach & Engagement
Program Design & Implementation
Cross-Sector Collaboration
Monitoring & Evaluation

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1316

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Anthony Williams, Senior Deputy Clerk of the Board

SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the June 15, 2026 special meeting and June 16, 2026 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Monday, June 15, 2026 **6:00 PM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Interim Director of Corrections A.J. Alacron led the assembly in the Pledge of Allegiance.

3. PUBLIC COMMENT

   One (1) person spoke during public comment.

4. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

   None

5. PUBLIC HEARINGS

County Executive Office

A. Open Public Hearing to accept testimony on the Fiscal Year 2026-27 recommended budget and continue hearing to June 16, 2026. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) **26-1128**

Chair Amber Manfree opened the public hearing.

Chief Executive Officer Ryan J. Alsop made presentation.

Chief Budget Officer Maiko Klieman made presentation.

Auditor-Controller Tracy Schulze made presentation.

Nine (9) people spoke during public comment.

Discussion held.

Motion Text: Approve to continue the public hearing to June 16, 2026 at 9:00 AM.
Voting Yes: Alessio, Cottrell, Gallagher, Ramos, and Manfree
Voting No: None
Recusals: None
Result: Passed

6. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 16, 2026 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.

https://www.napacounty.gov/

Tuesday, June 16, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Former District 1 Supervisor Brad Wagenknecht led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-65**

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

4. CONSENT CALENDAR

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

Clerk of the Board

A. Approval of minutes from the June 2, 2026 regular meeting. (No Fiscal Impact) **26-104**

B. Approval of a Proclamation recognizing June 2026 as "Gun Violence Awareness Month" in Napa County. (No Fiscal Impact) **26-1188**

C. Reappoint Bernardo Narvaez, for a third term, to represent the Public at Large to the Napa County Veterans' Commission with terms of office to commence immediately and expire on March 31, 2030. (No Fiscal Impact) **26-1248**

Corrections

D. Approve Amendment No. 4 to Agreement 190201B with California Forensic Medical Group, Inc., dba Wellpath Management, Inc to extend the term of the Agreement on a month-to-month basis beginning July 1, 2026 for a maximum of six months to provide health care services to incarcerated persons in custody to the Napa County Detention and Rehabilitation Center and youth housed at Juvenile Justice and Skyline Academy. (Fiscal Impact: $3,819,800 Expense; General Fund; Budgeted; Mandatory) **26-1066**

Enactment No: **A-190201B Amend. 4**

County Counsel

E. Approve and authorize Amendment No. 1 to Agreement 230103B with Hyas Group, LLC now doing business as Fiduciary Consulting Group, adjusting the scope and increasing the contract maximum from $37,000 to $72,000. (Fiscal Impact: $35,000 Expense; Deferred Compensation Board of Control; Budgeted; Discretionary) **26-1220**

Enactment No: **A-230103B Amend. 1**

F. Approve and authorize seven (7) legal services agreements for general liability defense legal services with the following firms: Allen, Glaessner, Hazelwood, & Werth, LLP; Bertrand, Fox, Elliott, Osman + Wenzel; Hawkins Parnell & Young, LLP; Lozano Smith, LLP; McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP; Porter Scott Attorneys; and Renne Public Law Group, with annual contract maximums ranging from $250,000 to $500,000, with terms from July 1, 2026, to June 30, 2029, with the possibility of a one-time two (2) year extension at the option of County Counsel. (Fiscal Impact: $3,250,000 Expense; Risk Management Fund; Budgeted; Discretionary) **26-1256**

Enactment No: **A-270065B; A-270066B; A-270067B; A-270068B; A-270069B; A-270070B; A-270071B**

County Executive Office

G. Adopt a Resolution appointing Chief Human Resources Officer Christine Briceño as the new County Representative to the Public Risk Innovation, Solutions, and Management (PRISM) Board. (No Fiscal Impact; Discretionary) **26-1200**

Enactment No: **R-2026-62**

H. Approval of a Budget Amendment to increase appropriations in the amount of $295,000 for salaries in the County Executive Office to cover the payroll for the remainder of the fiscal year. (Fiscal Impact: $295,000 Expense; General Fund; Not Budgeted; Discretionary) **26-1251**
[4/5 vote required]

County Fire Department

I. Approve and authorize Agreement No. 270027B with the Town of Yountville for the term through June 30, 2028 with a maximum compensation amount of $2,058,005 for fire protection services. (Fiscal Impact: $2,058,005 Revenue; Fire Fund; Budgeted; Discretionary) **26-1068**

Enactment No: **A-270027B**

District Attorney

J. Adopt a Resolution authorizing the District Attorney to enter into a revenue agreement with the California Victim Compensation Board in the amount of $55,000 per fiscal year for the term July 1, 2027 through June 30, 2029 to pursue restitution from convicted individuals to reimburse the State of California Victims of Crime Fund. (Fiscal Impact: $55,000 Revenue; General Fund; Budgeted; Discretionary) **26-1069**

Enactment No: **R-2026- 63**

Napa Berryessa Resort Improvement District

K. Approve a Budget Amendment increasing appropriations in the Napa Berryessa Resort Improvement District (District) operations budget from the reimbursement of USDA Reserve Funds in the amount of $250,000. (Fiscal Impact: $250,000; Napa Berryessa Resort Improvement District Fund; Budget Reallocation; Discretionary) **26-1009**
[4/5 vote required]

Probation

L. Approve and authorize Amendment No. 1 to Agreement No. 260006B with the University of Cincinnati Research Institute to extend the term through June 30, 2026 to develop program surveys to assist the County in assessing the performance of its youth programming. (Fiscal Impact: $15,000 Expense; State Realignment Funds; Budgeted; Discretionary) **26-1039**

Enactment No: **A-260006B Amend. 1**

M. Approve and authorize Agreement No. 260298B with L.E. Professional Standards Training for the term July 1, 2026 through June 30, 2027, with a contract maximum of $56,000 each fiscal year, to provide law enforcement training. (Fiscal Impact: $56,000 Expense; General Fund; Budgeted; Discretionary) **26-1051**

Enactment No: **A-260298B**

N. Approve and authorize Amendment No. 1 to Agreement No. 260076B with Sonoma County for the term from July 1, 2026 through June 30, 2030, with a with a contract maximum of $153,000, to provide care and housing for court-ordered youth. (Fiscal Impact: $153,000 Expense; General Fund; Budgeted; Mandatory) **26-1243**

Enactment No: **A-260076B Amend. 1**

O. Approve a Budget Amendment to reallocate appropriations in the amount of $150,000 for salaries in Probation's Juvenile Hall to cover the payroll for the remainder of the fiscal year. (Fiscal Impact: $150,000 Expense; General Fund; Reallocation of Budget between Divisions; Discretionary) **26-1247**
[4/5 vote required]

Public Works

P. Approve and authorize Agreement No. 260391B with MGE Engineering, Inc., for a maximum of $491,895 to provide design and engineering services for the 555 Wall Road Storm Repair Project, RDS 19-67; and approve Budget Amendment. (Fiscal Impact: $491,895 Expense; Roads Fund; Budgeted but additional $80,000 Expense needed for the completion of the project; Discretionary) **26-1093**
[4/5 vote required]

Enactment No: **A-260391B**

Q. Approve the Plans and Specifications for the "Redwood Road MPM 5.41 Project, RDS 26-22"; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-1112**

R. Approve and authorize Communications Use Lease Agreement No. 260389B with The United States of America, acting through the Bureau of Land Management, Department of the Interior (BLM), for the term June 16, 2026, through December 31, 2039, with no rental fee, located at the Mt. St. Helena Communications Site. (No Fiscal Impact, Discretionary) **26-1124**

Enactment No: **A-260389B**

S. Approve and authorize Amendment No. 2 to Agreement No. 240283B with Bureau Veritas increasing the contract maximum from $1,205,925 to $1,230,925 for additional construction management and project closeout support services associated with the Chiles Pope Valley Bridge Replacement Project. (Fiscal Impact: $25,000 Expense; Roads Fund; Budgeted; Discretionary) **26-1150**

Enactment No: **A-240283B Amend. 2**

T. Approve the Plans and Specifications for the "2026 Annual Guardrail Repair, RDS 26-12"; approve and authorize Amendment No. 1 to Maintenance Agreement No. 8632; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-1194**

Enactment No: **A-8632 Amend. 1**

U. Approve the Plans and Specifications for the "White Sulphur Spring Rd Slide Repair", RDS 26-37; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-1210**

V. Approve and authorize Agreement No. 270055B with Bell Products, Inc. for a maximum contract amount of $412,931 per fiscal year to perform maintenance and inspection services of the heating, ventilation and air conditioning systems at various County buildings for a three-year term of July 1, 2026 to June 30, 2029, with two one-year automatic renewal options. (Fiscal Impact: $412,931 Expense; Included in fiscal year 2026-27 recommended budget; Various Funds; Discretionary) **26-1231**

Enactment No: **A-270055B**

W. Approve the Plans and Specifications for the "550 Wall Road Landslide Repairs", RDS 26-38; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-1241**

Enactment No: **A-260302B**

Sheriff

X. Approve and authorize Amendment No. 1 of Agreement No. 240159B with Signal 88, LLC for inmate watch security services. (Fiscal Impact: $130,000 Expense; General Fund; Budgeted; Discretionary) **26-1213**

Enactment No: **A-240159B Amend. 1**

Y. Approve and authorize removing depreciated, obsolete, and unusable capital assets from the Sheriff's Office inventory. (No Fiscal Impact; Discretionary) **26-1219**

5. PUBLIC COMMENT

None

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Pursuant to Government Code section 53232.3(d), the Board Members reported attending the following committee meetings:

Supervisor Joelle Gallagher:

- **6/3 Bay Area Air District**
- **6/15 Napa Sanitation District Personnel Committee**

Supervisor Belia Ramos:

- **6/3 California Association of Councils of Governments Legislative Day & Board Meeting**
- **6/4 Bay Conservation District Commission**
- **6/9-6/12 California State Association of Counties Summer Regional Meeting**
- **6/15 Napa Valley Waste Management Authority**

Chair Amber Manfree:

- **6/10 Bay Area Housing Finance Authority Oversight Committee**
- **6/10 Bay Area Housing Finance Authority Advisory Committee**
- **6/10 Metropolitan Transportation Commission Programming and Allocations Committee**
- **6/10 Metropolitan Transportation Commission Administration Committee**
- **6/10 Bay Area Toll Authority Oversight Committee**
- **6/12 San Francisco Bay Restoration Authority**

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

8. ADMINISTRATIVE ITEMS

County Executive Office

A. Accept from the Registrar of Voters the Certificate of Sufficiency for the "Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026" and take related actions. **26-1244**

Legislative and Policy Analyst Andrew Mize made presentation.

Six (6) people spoke during public comment.

Discussion held.

Direction provided to staff.

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

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Cottrell, Gallagher, Alessio, Ramos, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-64**

B. Adopt a Resolution declaring County property located in downtown Napa at 1127 First Street as surplus land in accordance with the California Surplus Lands Act, Government Code Section 54220 et. seq.; and approve and authorize a Budget Amendment to reallocate previously approved appropriation for the "1127 First Tenant Improvement Project" and "1127 First HVAC Replacement" in the total amount of $1,998,946 to the "1st & 2nd Floor Improvement at HOJ Project". (Fiscal Impact:$1,998,946 Expense; Capital Improvement Fund; Budget Reallocation; Discretionary) **26-1245**

Chief Executive Officer Ryan J. Alsop made presentation.

Discussion held.

Motion Text:	**Approve the requested actions.**
Voting Yes:	**Alessio, Cottrell, Gallagher, Ramos and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-65**

9. PUBLIC HEARINGS

County Executive Office

A. Continuation of Public Hearing from June 15, 2026 to accept testimony on the Fiscal Year 2026-27 recommended budget and continue hearing for consideration to June 23, 2026 for adoption. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) **26-1129**

Chief Executive Officer Ryan J. Alsop made presentation.

Chief Budget Officer Maiko Klieman made presentation.

Auditor-Controller Tracy Schulze made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

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

B. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for Napa Valley Tourism Improvement District Budget for a total appropriation of $8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary) **26-1134**

Chair Amber Manfree opened the public hearing.

Auditor Controller Tracy Schulze made presentation.

Vice-Chair Liz Alessio closed the public hearing.

Housing & Community Services

C. Conduct a Public Hearing for the County Service Area No. 4 (CSA No. 4) to consider testimony on the Fiscal Year 2026-27 recommended budget for total appropriation of $715,220. (Fiscal Impact: $45,660 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary) **26-1130**

Vice-Chair Liz Alessio opened the public hearing.

Auditor Controller Tracy Schulze made presentation.

Chair Amber Manfree closed the public hearing.

In-Home Supportive Services Public Authority of Napa County

D. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for In-Home Supportive Services for a total appropriation of $1,644,025. (Fiscal Impact: $72,708 General Fund Expense, $72,708 Net Use of In-Home Support Services Public Authority Fund Balance; Budgeted; Discretionary) **26-1137**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Lake Berryessa Resort Improvement District

E. Conduct a Public Hearing to consider testimony on the automatic annual four percent (4%) increase to the T-1 Special Tax for the Lake Berryessa Resort Improvement District Budget, the Fiscal Year 2026-27 recommended budget for a total appropriation of $1,624,610, and to accept the District Engineer's report. (Fiscal Impact: $315,856 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary) **26-1138**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Motion Text:	**Accept the Engineer's Report.**
Voting Yes:	**Cottrell, Alessio, Gallagher, Ramos and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

Monticello Public Cemetery District

F. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Monticello Public Cemetery District for a total appropriation of $112,742 for cemetery operations, and $12,000 for the endowment fund. (Fiscal Impact: $57,665 Net Use of Fund Balance for operations and $9,400 Net Use of Fund Balance for the endowment fund; Monticello Public Cemetery District; Discretionary) **26-1139**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Napa Berryessa Resort Improvement District

G. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Napa Berryessa Resort Improvement District for a total appropriation of $2,209,812. (Fiscal Impact: $5,999 Net Use of Fund Balance; Napa Berryessa Resort Improvement District; Discretionary) **26-1140**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Napa County Groundwater Sustainability Agency

H. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 Recommended Budget for the Napa County Groundwater Sustainability Agency for total appropriations of $2,481,182. (Fiscal Impact: $500,000 General Fund Expense; Napa County Groundwater Sustainability Agency; Discretionary) **26-1135**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Four (4) people spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text:	**Approve the continuance of this item to the June 23, 2026 Board of Supervisors meeting.**
Voting Yes:	**Cottrell, Alessio, Gallagher, Ramos and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

Napa County Housing Authority

I. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Napa County Housing Authority Budget for total appropriations of $2,840,215. (Fiscal Impact: $45,152 Net Revenue; Napa County Housing Authority; Discretionary) **26-1136**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Public Works

J. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 assessment of $150,811 for County Service Area No. 3 and adopt a Resolution authorizing the assessment levy. (Fiscal Impact: $150,811 Revenue; County Service Area No. 3; Discretionary) (CONTINUED FROM JUNE 2, 2026) **26-1131**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Ramos, Alessio, Cottrell, Gallagher, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-66**

K. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for County Service Area No. 3 for a total appropriation of $206,850. (Fiscal Impact: $50,810 Net Use of Fund Balance; County Service Area No. 3; Discretionary) **26-1132**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

L. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for Milliken-Sarco-Tulocay Community Facilities District for a total appropriation of $387,635. (Fiscal Impact $119,226 Net Use of Fund Balance; Milliken-Sarco-Tulocay Community Facilities District; Discretionary) **26-1133**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

Silverado Community Services District

M. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Silverado Community Services District for a total appropriation of $251,430. (Fiscal Impact: $16,480 Net Use of Fund Balance; Silverado Community Services District; Discretionary) **26-1141**

Chair Amber Manfree opened the public hearing.

Chief Budget Officer Maiko Klieman made presentation.

Chair Amber Manfree closed the public hearing.

10. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 23, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1264

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Napa Valley Tourism Improvement District 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa Valley Tourism Improvement District (NVTID) for Fiscal Year 2026-27, with total financing uses of $8,520,000. (Fiscal Impact: Establishes budget appropriations of $8,510,000; NVTID; Discretionary)

BACKGROUND

A public hearing was opened for the Napa Valley Tourism Improvement District (NVTID) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $8,520,000.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Napa Valley Tourism Improvement District for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the District will not have spending authority for fiscal year 2026-27.

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. _____ (NVTID)

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR FISCAL YEAR 2026-2027 FOR THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT

WHEREAS, the Napa Valley Tourism Improvement District ("NVTID") was formed pursuant to the provisions of the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36000 et seq., hereafter "District Law"); and

WHEREAS, District Law is silent as to budget requirements applicable to the NVTID; and

WHEREAS, the County Budget Act (Government Code §29002, et. seq.) provides that its budget procedures applies to special districts and other agencies whose affairs and finances are under the supervision and control of the Board of Supervisors; and

WHEREAS, the Napa County Board of Supervisors ("Board") desires to adopt the annual budget for NVTID in accordance with the provisions of County Budget Act; and

WHEREAS, notice of the availability of the recommended budget and the date of the hearing on the budget was published on May 21, 2026, all pursuant to Government Code section 29080; and

WHEREAS, the recommended budget of the NVTID for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or before May 29, 2026, as required by law; and

WHEREAS, hearings were held by the NVTID, as designated in the published notice, to consider and discuss the various items contained in the recommended budget; there are no requests or applications on file with the NVTID for further hearings, the NVTID has declared the hearings concluded, and it is now the time to adopt the recommended budget of the NVTID for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Napa County, California, acting as the governing body of the NVTID, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. That the recommended budget, including those changes adopted by the NVTID during the budget hearings, is hereby adopted as the recommended budget of the NVTID for fiscal year 2026-2027, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. That total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 is as follows:

Fund 2830 Napa Valley Tourism Improvement District $ 8,520,000

4. Pursuant to California Government Code section 29125, the Napa Chief Executive Officer, as chief executive officer of NVTID, is authorized to approve transfers and revisions of appropriations for NVTID in the manner set forth in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. That any capital asset(s) not authorized by NVTID during the budget hearing process will, prior to acquisition, be presented to the Board for approval by the Chief Executive Officer.

6. Pursuant to California Government Code section 29093, a copy of the adopted budget for the District for fiscal year 2026-2027 shall be filed with the Secretary of the District and with the State Controller by the Authority's Auditor as required by law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 23rd day of June 2026 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1026

TO: Board of Supervisors

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

REPORT BY: Joe Hallett, Assistant Director of Health and Human Services Agency

SUBJECT: Amendment No. 1 to Agreement No. 260123B with Progress Foundation, Inc. (Supportive Living Program)

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 260123B with Progress Foundation, Inc., to increase the contract maximum by $400,000 for a new contract maximum of $889,294 for Fiscal Year 2026-2027, to allow for one-time expenditures aimed at restoring capacity for housing for persons experiencing mental illness. (Fiscal Impact: $400,000 Additional Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

Napa County's Health and Human Services Agency (HHSA) has agreements with Progress Foundation, Inc., (Progress) for the provision of Specialty Mental Health Services (SMHS) and Supportive Living Program (SLP) residential services for adults requiring this level of care in Napa County. The services provided by Progress help sustain people's ability to live within the community, reducing reliance on higher levels of care, and allowing for stable housing.

One of the locations where Progress provides SLP services is the Skyline Apartments in Napa. Due to issues with the initial construction of Skyline Apartments, water damage to stairways and walkways has rendered parts of the apartment complex uninhabitable. If this damage is not imminently addressed, access to housing units for people receiving these types of services will be impaired, thus creating increased risk of instability in housing and the need for higher levels of care. This amendment supplements Progress' investment for up to 50% of actual costs in order to sustain housing for our seriously mentally ill (SMI) population. Maintaining and increasing access to stable housing aligns with critical priorities outlined in the County's Behavioral Health Services Act (BHSA) Integrated Plan (IP), which the Board approved at the meeting on June 2, 2026. This specific investment is part of the first year of the Housing Intervention costs included in our BHSA IP.

This amendment, utilizing BHSA funds in this manner, allows Progress to sustain housing and services.

Requested action:

1. Approve and authorize Amendment No. 1 to Agreement No. 260123B with Progress Foundation, Inc., to increase the contract maximum by $400,000 for a new contract maximum of $889,294 for Fiscal Year 2026-2027, to allow for one-time expenditures aimed at restoring capacity for housing for persons experiencing mental illness.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been requested in the Fiscal Year 2026-2027 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, these facilities for persons experiencing mental illness will be unable to be inhabited, thus limiting the ability of clients to transition back into and live stably within the community, and would result in extended stays at hospitals and other mental health facilities that require a higher level of care.
Additional Information	Strategic Initiative: Compassion & Access

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. 260123B
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 260123B is made and entered into as of this 1st day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PROGRESS FOUNDATION, INC,** whose mailing address is 1100 Lincoln Ave. #108, Napa, CA 94558, 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 July 1, 2025, COUNTY and CONTRACTOR entered into Napa County Agreement No. 260123B, hereinafter referred to as the "Agreement" for CONTRACTOR to provide Specialty Mental Health Services (SMHS) and Supportive Living Program (SLP) services for persons with serious mental illness which includes delivery of services to persons residing at Skyline Apartments.

WHEREAS, parts of Skyline Apartments are uninhabitable and if not imminently addressed will impair access to housing units for persons receiving SMHS and SLP services, and as such, COUNTY and CONTRACTOR wish to utilize a one-time allocation of funds for significant capital repairs to Skyline Apartments to ensure the continued habitability of these properties set aside as housing for persons living with serious mental illness who require SMHS and SLP services.

WHEREAS, the Parties wish to amend the Agreement to increase the contract maximum on page 2 of the Agreement commencing in Fiscal Year 2026-2027 for funding that only applies to Fiscal Year 2026-2027, with the contract maximum decreasing in Fiscal Year 2027-2028 and each automatic renewal thereof, and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Expense Reimbursement) to reflect the details of this one-time funding increase for Fiscal Year 2026-2027 only.

TERMS

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

1. The maximum amount of payment on Page 2 of the Agreement shall be **Eight Hundred Eighty-Nine Thousand Two Hundred Ninety-Four Dollars ($889,294.00)**, reflecting an increase of **Four Hundred Thousand Dollars (400,000.00)** for Fiscal Year 2026-2027 only; the maximum amount of payment on Page 2 of the Agreement shall be **Three Hundred Ninety-Nine Thousand Eighty-Eight Dollars** (**$399,088.00),** reflecting a decrease of **Four Hundred Ninety Thousand Two Hundred Six Dollars ($490,206.00)** for Fiscal Year 2027-2028 and each subsequent automatic renewal; 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.

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.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 260123B as of the first date written above.

PROGRESS FOUNDATION, INC.

By _____
STEVE FIELDS, Executive Director

By Swati Kapadia
SWATI KAPADIA, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Jo Ann Iwasaki Parker* Deputy C.C. by e-signature Date: May 19, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A-1
SCOPE OF WORK
July 1, 2026 through June 30, 2027
(and each subsequent automatic renewal)

Introduction

COUNTY's Health and Human Services Agency (HHSA) aims to provide specialty mental health services through the Supportive Living Program (SLP) for Medi-Cal eligible individuals with serious mental illness who need support to live independently in permanent or transitional housing.

A limited number of clients served under this contract may also qualify for Behavioral Health Bridge Housing (BHBH) rental assistance. BHBH funds are currently being used to cover rent for two 2-bedroom units located at 2053 Wilkins Avenue (#60 and #62). Details regarding eligibility and program requirements for BHBH funding are outlined later in this exhibit. The BHBH program concludes on June 30, 2027.

CONTRACTOR shall coordinate and support necessary actions to address water damage at Skyline Apartments, located at 2009 Imola Avenue, Napa, CA, to ensure continued safe access to housing units where SMHS and SLP services are delivered. COUNTY shall provide a one-time allocation of BHSA Housing Intervention funds for Capital Development activities in Fiscal Year 2026–2027 to support the rehabilitation and renovation of walkways and stairwells, with the goal of restoring habitability for units designated for consumers with significant behavioral health needs. Efforts will focus on maintaining service continuity, preventing housing instability, and reducing the need for higher levels of care, consistent with BHSA priorities related to housing stability.

CONTRACTOR shall provide the services in CONTRACTOR'S separate programs as described herein; and at locations as described herein.

SLP: Program Description

CONTRACTOR's Supportive Living Program (SLP) shall provide specialty mental health services to Medi-Cal eligible individuals or individuals in families with serious mental illness in the County of Napa who are unable to maintain independent housing placements in the community because of insufficient structure and mental health support in these placements or who are placed in permanent housing but need support and supervision in these placements in order to remain housed at this level of care. CONTRACTOR shall coordinate with other providers in the community to ensure qualified individuals receive necessary mental health services and support as a component of their housing in CONTRACTOR's permanent housing project.

SLP: Target Population

Individuals targeted for referral are those who:

1. Are identified as having a major mental illness.
2. Are verified as Medi-Cal eligible.
3. Need behavioral health support to live in the community without 24-hour supervision.
4. Wish to and have some capacity to live more independently.
5. Can self-administer medications (with support as needed).

Issues that have impacted these individuals' ability to live completely independent at this level include such things as: non-compliance with or resistance to medications, non-assaultive aggressiveness, psychotic ideation; hygiene deficiencies; and substance abuse histories, among other issues. The group of those individuals who will be served includes those who are discharged directly from higher levels of care as deemed appropriate through the SLP admission process.

Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:

For beneficiaries 21 years of age or older, CONTRACTOR shall provide covered specialty mental health services (SMHS) for beneficiaries who meet both criteria, (1) and (2) below:

1. The beneficiary has one or both of the following:
    a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities; and/or,
    b. A reasonable probability of significant deterioration in an important area of life functioning.

    AND
2. The beneficiary's condition as described in paragraph (2) of the policy statement is due to either of the following:
    a. A diagnosed mental health disorder, according to the criteria of the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD); or,
    b. A suspected mental disorder that has not yet been diagnosed.

Additional Coverage Requirements and Clarifications:

The criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

1. Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
2. The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
3. The beneficiary has a co-occurring substance use disorder.

Per Welfare and Institutions Code section 14184.402(f)(1)(A), a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a CMS approved ICD-10 diagnosis code.

SLP: Program Requirements

Certification as an Organizational Provider: CONTRACTOR shall operate as, and meet all standards required of, an organizational provider defined and regulated in Title 9, Division 1, Chapter 11, California Code of Regulations (CCR). CONTRACTOR shall meet the MHP's certification process to include a site review in addition to a review of relevant documentation.

At minimum, COUNTY certification requires that CONTRACTOR meets the following standards:

1. Staff providing specialty mental health services shall possess the necessary license or certification to provide those services. CONTRACTOR certifies that all staff providing services under this contract are qualified to provide the service for which reimbursement is claimed, based upon education, experience and licensure. CONTRACTOR shall maintain records verifying the qualifications for each staff providing services under this agreement and documenting the provision of supervised hours as required by the Board of Behavioral Sciences for Marriage and Family Counselor- Interns, (MFTI), Licensed Professional Clinical Counselors-Interns (LPCC), or Associate Clinical Social Workers (ASW). CONTRACTOR shall provide evidence of such records as requested by COUNTY. If staff providing services are not licensed or registered interns, CONTRACTOR shall provide evidence of specified qualifications as requested by COUNTY
2. Maintain a safe facility.
3. Maintain medical records in a manner that meets state and federal standards. All medical record requirements for Specialty Mental Health services shall be met and/or exceeded.
4. Meet any additional requirements established by the MHP as part of a credentialing or other evaluation process.
5. Possess the necessary license to operate.
6. Provide for appropriate supervision of staff.
7. Have as head of service a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, Division 1, Chapter 3, of the California Code of Regulations.
8. Possess appropriate liability insurance.

9. Have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to CCR Title 9, Division 1, Chapter 11, Section 1840.105.
10. As a condition for reimbursement, CONTRACTOR shall ensure beneficiaries under this contract receive the same level of services as provided all other clients served by CONTRACTOR.
11. Inform the MHP of any event or occurrence in which COUNTY'S individual receiving services covered under this contract suffers death, serious physical or psychological injury or risk thereof, emotional trauma or serious side-effect which could be attributed as caused in any way by CONTRACTOR. Such sentinel events shall be immediately reported to the Napa County Behavioral Health Director and/or designee.
12. CONTRACTOR shall provide culturally and linguistically appropriate services to individuals as defined in the Napa County Specialty Behavioral Health Implementation Plan.
13. CONTRACTOR shall post Napa County Guide to Medi-Cal Services (MHP Beneficiary Brochure) in both public areas of housing unit and programmatic areas of agency.
14. CONTRACTOR shall post Napa County Grievance forms and self-addressed envelopes in both public areas of housing unit and programmatic areas of agency.

SLP: Services Provided

CONTRACTOR shall provide and document as specified herein for the specialty mental health services listed in the *Service Definitions* section below, and as authorized by COUNTY.

CONTRACTOR shall visit all clients a minimum of one time per week.

Service Definitions

Assessment means a service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

Plan Development means a service activity which consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Targeted Case Management means service activities related to locating, coordinating, and monitoring necessary and appropriate services for a beneficiary related to their treatment. Targeted Case Management services must be provided in close coordination with other service providers to ensure each provider is focusing their work on a specific aspect of each individual's goals and/or objectives. COUNTY will not authorize CONTRACTOR to provide Targeted Case Management Services if the individual is already receiving Napa County Behavioral Health Plan services from another Napa County Behavioral Health Plan provider. Additionally, CONTRACTOR shall inquire of each individual served whether other service providers are

assisting the individual with the goals/objectives identified on their mental health treatment plan. If the individual being served confirms this as fact, CONTRACTOR shall contact the other providers to ensure CONTRACTOR is not duplicating other providers' efforts. If other providers confirm that they are providing similar assistance to help the individual with the same objective(s) then CONTRACTOR shall not provide Targeted Case Management services to that individual.

Crisis Intervention Service, lasting less than 24 hours, to or on behalf of an individual for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral, and therapy. Billing for crisis intervention services is limited to 8 hours per instance.

Certified Peer Support Services are structured, scheduled activities provided by Certified Peer Support Specialists (CPSS) with lived experience of mental health or substance use challenges, who are in recovery. These services are designed to promote engagement, self-determination, personal responsibility, and empowerment in the recovery process of Medi-Cal beneficiaries.

Therapy A service activity that is a therapeutic intervention focused primarily on symptom reduction and restoration of functioning. Interventions use cognitive, affective, verbal, or non-verbal strategies grounded in principles of development, wellness, recovery, and resiliency. The goal is to improve coping and adaptation, reduce functional impairments, and enhance personal, interpersonal, and community functioning. Services are provided within a professional clinical relationship and may be delivered individually, in groups, or as family therapy when the beneficiary is present.

SLP Admissions

SLP referrals shall be solicited from various community agencies and from COUNTY. CONTRACTOR shall select individuals for the receipt of services in accordance with the criteria contained herein. COUNTY, at its discretion may require CONTRACTOR to direct all individuals requesting CONTRACTOR's services to contact COUNTY's ACCESS program for assessment for behavioral health needs and referrals to any services that may address those needs.

CONTRACTOR shall be responsible for verifying Napa County Medi-Cal status and eligibility.

For individuals whom COUNTY Access completes the initial comprehensive assessment and refers to CONTRACTOR for ongoing services:

COUNTY ACCESS team will submit the following to CONTRACTOR:

The **Referral and Authorization Form**, indicating the services authorized and the authorization period, and the following clinical assessment documentation and informing materials.

1. Napa County Health and Human Services Demographic Form
2. Napa County Health and Human Services Behavioral Health Comprehensive Assessment
3. Napa County Health and Human Services Mental Status Exam
4. Napa County Health and Human Services Diagnosis Form
5. Napa County Health and Human Services Behavioral Health Division Admission Agreement and Consent for Treatment
6. Napa County Health and Human Services Agency Cost of Behavioral Health Services
7. Acknowledgement of Receipt of Notice of Privacy Practices
8. Napa County Health and Human Services Behavioral Health Services Interpretive Services Disclosure Form
9. Napa County Behavioral Health Access Registration Forms Checklist

CONTRACTOR will:

1. Accept COUNTY Access team initial comprehensive assessment and intake documentation and incorporate into the CONTRACTOR electronic health record.
2. Provide first face-to-face mental health service as soon as possible, but no later than *10 calendar days* from receipt of the referral.
3. Complete all required documentation, per Authorizations Guide, as soon as possible to initiate ongoing mental health services.
4. Close clients who do not engage. For those who engage beyond *60 calendar days* of the NCBH initial assessment, CONTRACTOR will contact COUNTY Access for guidance.
5. Submit to NCBH Managed Care the *Discharge Summary* upon case closure.

For individuals whom CONTRACTOR completes the initial assessment

CONTRACTOR will:

1. Offer first face-to-face initial screening appointment within ten *(10) calendar days* of request for service.
   a. The first request for service occurs when the individual and/or guardian initiates the request or agrees to the offer of service made by the CONTRACTOR.
2. Submit to COUNTY Access via encrypted email (BHAcess@countyofnapa.org) or Fax (707.259.8721) no later than ten *(10) calendar days* from starting the assessment process, the following forms:
   a. Screening Tool
   b. Demographic Form (to obtain the Napa County Medical Record number for that case).
   c. Diagnosis Form (Z03.89/No Diagnosis Code is permitted on this form at the screening stage)

3. Complete clinical assessment documentation and informing materials within thirty *(30) calendar days* of first face-to-face assessment appointment.
4. At the end of assessment, submit completed referral form to COUNTY Access Supervisor prior to presenting the client at a COUNTY Children's Authorization Review Team (CART) /Adults Authorization Review Team (AART) meeting.
5. For individuals who do not meet CONTRACTOR level of care:
    a. Inform the client/family of the determination and refer/collaborate with Carelon for services.
    b. If it is determined that client does not meet criteria for services, provide client/family with a *Notice of Adverse Benefit Determination* (NOABD).

Informing Requirements

All individuals enrolling in CONTRACTOR's SLP program who are not, at the time of enrollment, already receiving Napa County Behavioral Health Plan services require receipt of special beneficiary informing materials as required by State and Federal Health Care regulations. CONTRACTOR shall coordinate with COUNTY staff to ensure that each individual meeting these criteria is provided with the materials listed below. COUNTY and CONTRACTOR shall mutually agree which party will provide these materials to the individual being considered for enrollment. Should CONTRACTOR be determined responsible, CONTRACTOR shall maintain written verification that materials were distributed and/or completed for each individual receiving services. Materials shall be provided at the intervals specified below and documentation shall include at minimum: the exact materials provided, the name of the individual receiving the materials, the date the materials were provided, and the name of the staff member providing these materials.

Informing Materials to Be Provided at Intake

1. The Napa County Guide to Medi-Cal Mental Health Services (MHP Beneficiary Brochure)
2. The Napa County Provider Directory
3. Information on Advance Health Care Directives
4. Napa County Admission Agreement & Consent to Treatment Form
5. Authorization for Release of Information to appropriate parties including Napa County Mental Health providers

In addition to verification of the Informing Materials listed above, CONTRACTOR shall provide COUNTY with verification that Contractor has provided the following administrative paperwork to individuals served by CONTRACTOR at intake or annually:

a. Napa County Behavioral Health Demographic form – At intake, and updated annually
b. A Diagnosis Review Form signed and dated by a licensed practitioner, if not provided by COUNTY at Intake
c. HIPAA Privacy Rights and Acknowledgement of Receipt – At Intake

d. Client Financial Review form – At intake and updated annually

Referrals

CONTRACTOR shall maintain a Request for Services Log to document all CONTRACTOR referrals that are not made by COUNTY, which shall be presented to COUNTY'S staff for review upon request.

At minimum the CONTRACTOR's Request for Services logs shall include:

a. The name of beneficiary
b. The date of request
c. The date the assessment is offered (for siblings, Courage Center, and SOAR clients)
d. The initial disposition of the request

All services provided by CONTRACTOR and subject to reimbursement hereunder are defined in accordance with CCR Title 9, Division 1, Chapter 11.

Specific Performance Objectives During the Term of this Agreement.

1. Improved Independent Living skills:
   a. 75% of all individuals that enter and remain in the program for at least one (1) year will demonstrate improvement in their independent living skills as measured by completion of an independent living skills checklist assessment form at intake and re-evaluation on an annual basis.
2. Attainment of Personal Goals:
   a. 75% of individuals that enter and remain in the program for at least one (1) year will achieve at least one (1) of their personal goals as identified on their individual service plan-personal goals form completed at intake and re-evaluated on an annual basis.

Contract Monitoring

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

COUNTY shall designate its Provider Services Coordinator as the individual who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement.

Monitoring Site Visits

This agreement contains provisions related to required objective service documentation standards, adherence to clinical standards of care, client satisfaction levels, client outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have

the right to conduct one or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with thirty (30) days or more prior notice of such site visits.

This notice shall include:

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

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

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

Behavioral Health Bridge Housing (BHBH) Rental Assistance (July 1, 2025 through June 30, 2027)

CONTRACTOR shall provide Rental Assistance to qualified residents in the form of transitional housing environments as part of the Behavioral Health Bridge Housing (BHBH) grant subcontracted through Advancement of Human Potential (AHP). BHBH funding will not supplant other sources of funding, federal or state, that can be used for the purpose of rental assistance for the program target population. This funding will be available from July 1, 2025 through June 30, 2027.

COUNTY shall serve as the sole referral source for the units located on the Wilkins Avenue property funded through this agreement. The property includes two 2-bedroom units — **Unit #60** and **Unit #62** — with a total of four bedrooms. In recognition of the COUNTY's exclusive control over referrals and the operational need to maintain immediate availability for high-priority clients, COUNTY agrees to pay CONTRACTOR the full monthly rental cost for all four bedrooms across the two units, regardless of occupancy status.

Clients are expected to contribute a portion of the rent based on their ability to pay. If a client is unable to contribute, COUNTY will cover the full rent for that room. When a client does contribute, COUNTY's payment will be reduced by the amount contributed. This arrangement ensures housing remains available for eligible clients while supporting stability in program operations.

Target Population/Client Eligibility Criteria for BHBH Rental Assistance Funding

1. Individual meets criteria for Medi-Cal Specialty Mental Health Services (SMHS) as outlined in BHIN 21-073.

OR

2. The individual is a CARE Program participant, regardless of whether they meet the criteria in (1).

AND

3. The individual has a homelessness status based on the definition of homelessness used in the ECM policy guide updated July 2023.

BHBH Housing Unit Standards

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

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

BHBH Program Requirements

CONTRACTOR shall be responsible for cooperation and collaboration with COUNTY staff, including staff providing Housing Navigation services to create the optimal outcomes for participants.

CONTRACTOR shall make referrals to COUNTY Behavioral Health on behalf of participants when they require behavioral health services beyond those provided through the SLP.

CONTRACTOR shall maintain nonmedical client records in the Homeless Management Information System (HMIS)

CONTRACTOR shall make policies and procedures specific to SLP program BHBH recipient participants that abide by the requirements below. All BHBH policies and procedures must be approved by COUNTY designated staff.

A. Policies shall include assurances that BHBH funds will not be used to supplant other funding sources available for the same purpose.
B. Policies shall clearly state that homelessness is an eligibility requirement, based on the definition used in the Enhanced Care Management Policy Guide from 2023
C. Policies shall indicate that Behavioral Health eligibility requirements in use are consistent with BHBH requirements.

Specific Performance Objectives During the Term of this Agreement

1. Housing
    a. 75% of participants will exit the BHBH program to Permanent Housing.

One-Time Use of BHSA Housing Intervention Funds

CONTRACTOR shall abide by the following Scope of Repair (one-time-expenditure) requirements.

- **Capital Development Designation:** COUNTY shall provide a one-time allocation of BHSA Housing Intervention funds for Capital Development activities in Fiscal Year 2026-2027, specifically for the rehabilitation or renovation of walkways and stairwells located at Skyline Apartments -- 2009 Imola Avenue, Napa, CA 94559 to make units designated for consumers with significant behavioral health needs habitable.

- **Prohibited Uses:** Funds shall not be used for luxury improvements or any costs already funded by other state or federal programs, or for housing units that do not serve people with significant behavioral health needs.

- **BHSA Compliance:**
  Target Population: The units receiving repairs must be dedicated to housing individuals with serious mental health needs or substance use disorders, including those involved with the justice system, re-entering society from incarceration, or at risk of institutionalization, with preference given to those experiencing or at risk of chronic homelessness.
  Housing First Mandate: All housing interventions supported by these repairs must strictly adhere to the Housing First model as defined by state statute, ensuring low-barrier, harm-reduction focused support.
- **Compliance with Laws**
  CONTRACTOR must ensure any repair work whether completed by CONTRACTOR or through a subcontract complies with all applicable State, Federal, and local laws and ordinances as outlined in Exhibit C, Subsection 2.19 of this Agreement (No. 260123B).

EXHIBIT B-1
COMPENSATION AND EXPENSE REIMBURSEMENT

July 1, 2026 through June 30, 2027
(and each subsequent automatic renewal)

I. Compensation

A. Contract maximum not to exceed $889,294 in Fiscal Year 2026-2027.
B. Approved Specialty Mental Health Services performed, at any program site, shall be entered into COUNTY EHR. Services entered will be extracted from the EHR by COUNTY HHSA billing team and sent to CONTRACTOR as a report for review and approval.
C. Approved distribution of Behavioral Health Bridge Housing (BHBH) rental assistance funds. Funds will be made available for SLP clients meeting BHBH criteria for rental assistance.
D. Approved one-time use BHSA Capital Facilities funds in FY26-27 for capital repairs not to exceed $400,000 (this amount is included in $889,294 amount stated above for FY26-27).
E. Contract maximum will revert to $399,088 in FY27-28 and every automatic renewal thereafter, as reflected later in this Exhibit B-1, due to one-time BHSA funding in FY26-27 and the sunsetting of BHBH funding.

II. Payment Rates

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented at current Napa County HHSA Medi-Cal rates, as defined in Exhibit E to the Agreement and posted on the Napa County HHSA website. Exhibit E shall control in the event of a conflict between Exhibit E and the information posted on the Napa County HHSA website.

A. A billing unit is defined as one minute of service. Only authorized service activities provided by eligible staff, while providing Medi-Cal eligible services to Napa County Medi-Cal eligible clients, shall qualify for payment. The following requirements apply for claiming of services:
   1. Accurate and precise number of minutes shall be reported and billed properly by a qualified staff member.
   2. A maximum of 60 units of time may be reported or claimed for any single client during a one-hour period.
   3. Units of time reported or claimed shall not exceed hours worked by eligible staff.

4. When a single staff member provides eligible service to, or on behalf of, more than one beneficiary at the same time, the staff member's time must be prorated to each beneficiary.
5. When more than one staff member provides an eligible service to more than one beneficiary at the same time, the time utilized by all those providing the service shall be added together to yield the total claimable services. The total time claimed shall not exceed the actual time utilized for claimable services.
6. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must include clear indication of the clinical necessity for the chosen treatment approach.
7. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must clearly delineate the total minutes of the direct service and the combined number of clients served.

B. Total contract payments for the term shall not exceed the contract maximum, which is based on an estimate of services that may be performed during the contract period and shall not be considered a guaranteed sum.

III. Clients with Medi-CAL and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all Other Health Coverage (OHC) options prior to submitting claims to COUNTY for Medi-Cal reimbursement. The CONTRACTOR may bill the COUNTY for claims requiring OHC billing and the COUNTY will pre-pay the pending OHC claim. The CONTRACTOR must provide the Explanation of Benefits (EOB) or denial letter along with a copy of the original claim submitted to private insurance within 5 months from the date of service. If the EOB or denial letter is not received by the COUNTY within 5 months from the date of service, the COUNTY will offset the payment for the current period by this pre-paid amount.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal.

It is in the best interest of the client and CONTRACTOR to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC within 90 days from the date of claim submission, CONTRACTOR may presume denial from the OHC and submit a letter stating that no response was received from the OHC, along with a copy of the original claim submitted to the OHC.

The COUNTY makes every attempt to identify eligibility and notify CONTRACTOR if OHC eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that CONTRACTOR inquire with the client/guardian as to possible OHC and notify the COUNTY if OHC eligibility is discovered.

The COUNTY is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. When able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so and COUNTY's willingness to assist when able does not alleviate CONTRACTOR from its sole responsibility to locate and bill OHC insurers.

IV. BHBH Rental Assistance Funds (July 1, 2025 through June 30, 2027)

A limited number of clients served under this contract may also qualify for Behavioral Health Bridge Housing (BHBH) rental assistance. Details regarding distinct eligibility and program requirements for BHBH funding are provided in Exhibit A of this agreement.

COUNTY shall serve as the sole referral source for the units located at the Wilkins Avenue property funded through this agreement. CONTRACTOR shall maintain all units in a condition suitable for occupancy and reserve them exclusively for County-referred clients, with priority given to individuals identified through the CARE Act process. COUNTY agrees to pay CONTRACTOR for the full monthly rental cost of all contracted units, regardless of occupancy status, in recognition of the COUNTY's control over referrals and the operational need to ensure units remain available for timely placement of CARE Act and other high-priority clients

The property includes two 2-bedroom units — Unit #60 and Unit #62 — with a total of four bedrooms. In recognition of the COUNTY's exclusive control over referrals and the operational need to maintain immediate availability for high-priority clients, COUNTY agrees to pay CONTRACTOR the full monthly rental cost for all four bedrooms across the two units, regardless of occupancy status.

The BHBH maximum rental assistance rates are as follows:

- **Unit #60:** $1,842 per room
- **Unit #62:** $1,842 per room
- **Security Deposit:** $900 per unit

The total annual BHBH rental assistance for FY 26-27 shall not exceed **$90,206**

V. One-Time Use of BHSA Capital Facilities Funds in FY26-27 for Housing Repairs

A. Regulatory Alignment

One-time Capital Facilities funds provided by COUNTY shall be used by CONTRACTOR exclusively for the provision of public mental health services and programs consistent with the County's approved BHSA Integrated Plan for a minimum period of twenty (20) years from the date of final inspection and occupancy. In the event of a breach of this covenant, the County may exercise its rights to ensure compliance or recover its capital interest. Any use of BHSA Capital Facilities funding is pursuant to the Welfare and Institutions Code (WIC) Section 5892, allowing counties to acquire, develop, or renovate buildings for mental health service delivery or support, creating permanent assets that expand access or services for individuals with severe mental illness.

Use of these funds provided through this Amendment should be considered a one-time emergency expenditure to address urgent housing needs for behavioral health consumers. Routine repairs and assurance of compliance with California's Implied Warrant of Habitability rules are solely the responsibility of the property owner, in this case CONTRACTOR. The use of BHSA Capital Facilities funds for the specific project described in this Amendment does not obligate or imply any future or ongoing investment of COUNTY funds into routine or large-scale repairs, new development, or renovation of existing housing units owned by CONTRACTOR.

B. Maximum Expenditure for Fiscal Year 2026-2027

The maximum expenditure the CONTRACTOR may claim for said repairs shall not exceed $400,000.00.

C. Right of Access: CONTRACTOR shall provide COUNTY, or its authorized employee or agents, access to the areas of repair at Skyline Apartment or documents and records pertaining to such repair, at reasonable times to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

D. BHSA Compliance

- **Target Population:** The units receiving repairs must be dedicated to housing individuals with serious mental health needs or substance use disorders, including those involved with the justice system, re-entering society from incarceration, or at risk of institutionalization, with preference given to those experiencing or at risk of chronic homelessness.
- **Housing First Mandate:** All housing interventions supported by these repairs must strictly adhere to the Housing First model as defined by state statute, ensuring low-barrier, harm-reduction focused support.

E. Fiscal & Reporting Requirements

1. **Payment:** Upon approval of the Amendment COUNTY will make a one-time payment of $400,000.00 to CONTRACTOR.
2. **Non-Supplantation of Medi-Cal:** CONTRACTOR certifies that the repairs described herein are not covered by any Medi-Cal Managed Care Plan (MCP) Community Supports benefit (e.g., Housing Deposits or Tenancy Sustaining Services).
3. **Reporting:** CONTRACTOR shall track all expenditures for this repair and report the expenditure back to COUNTY to ensure COUNTY portion of repairs is no more than 50% of the total costs incurred. If the COUNTY's portion of repairs is greater than 50% then the excess of 50% must be returned to the COUNTY within 30 days of providing report. Additionally, this reporting will be needed to comply with the Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) as required by DHCS. This reporting is not meant to supersede or replace any other section of this contract's fiscal reporting or invoicing requirements.

- **Compliance with Laws:** CONTRACTOR must ensure any repair work whether completed by CONTRACTOR or through a subcontract complies with all applicable State, Federal, and local laws and ordinances as outlined in Exhibit C, Subsection 2.19 of this Agreement (No. 260123B).

F. Term and Reversion

Timely Expenditure: CONTRACTOR shall ensure that all funds for this one-time repair, up to a maximum of $400,000.00 are fully expended by June 30, 2027, or the funds may be subject to reversion to the state as mandated by BHSA fiscal policies.

VI. Required Submissions

A. Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template which correlates to standardized classification fields.

B. Invoices. CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all authorized contract services provided in the preceding *month*. CONTRACTOR shall use COUNTY HHSA billing team service report to review and approve. Upon CONTRACTOR service approval, CONTRACTOR shall submit approved services as an invoice on agency

letterhead with total amount due and service month and year to BHInvoices@countyofnapa.org. BHBH invoices shall be submitted separately by the 15th of the month to BHinvoices@countyofnapa.org.

Validity and accuracy of invoice submission is critical to ensure timely payment of invoices for contracted services. Invoices will be paid within 60 days of receipt of invoices. If COUNTY staff requires any invoice follow-up, clarification, adjustment, or resubmission from CONTRACTOR, the 60-day timeframe for invoice payment resets to the date all outstanding issues are resolved, and the most recently received invoice is confirmed to be valid and accurate.

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

VII. Other Limitations Affecting Payments

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

A. CONTRACTOR shall provide such documentation as required by COUNTY at any time to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
B. CCONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exception shall be repaid to COUNTY by CONTRACTOR.
C. CONTRACTOR shall reimburse COUNTY for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's failure to perform in accordance with this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
D. To the extent CONTRACTOR is required to reimburse the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services which CONTRACTOR provides, or demand reimbursement without offset.
E. 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 and fines which may be assessed under a Federal or State False Claims Act provision.

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

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1226

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 4 to Agreement No. 210314B with Crestwood Behavioral Health, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 210314B with Crestwood Behavioral Health, Inc., to increase the contract maximum by $943,751 for a new contract maximum of $4,596,606 for Fiscal Year 2026 -2027, and each subsequent renewal, to support additional operational costs associated with expanded bed count and ongoing program costs required to meet an increased demand for crisis services. (Fiscal Impact: $943,751 Additional Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

Crestwood Behavioral Health, Inc. currently operates the County's Crisis Stabilization Unit (CSU). The unit provides immediate access to crisis intervention, emergency psychiatric evaluation and medication services for children, adults, and older adults in a mental health crisis, and other specialty mental health services. Crestwood also offers community-based Crisis Stabilization Services (CSS) over the telephone or through face-to-face contact 24 hours a day, 7 days per week, to address the emergency psychiatric needs of children, adolescents, adults, older adults and families in a mental health crisis.

This amendment increases the contract maximum to support the expansion of treatment services provided at the CSU. The physical plant expansion is supported by the Behavioral Health Continuum Infrastructure Program (BHCIP) grant funding, which HHSA applied for and was awarded in 2023. The grant funds are being used to finance construction costs associated with expanding the facility and increasing crisis capacity from 8 beds to 12. Construction related to this expansion is scheduled for completion in the first half of Fiscal Year 2026-2027, therefore HHSA does not anticipate any increase in costs or utilization under this agreement until that time.

This increase in funding is necessary to support the additional operational capacity associated with the expanded bed count, including staffing, service delivery, and ongoing program costs required to meet increased demand for crisis services and ensure continued compliance with Medi-Cal Specialty Mental Health Services

requirements.

Requested Action:

1. Approve and authorize Amendment No. 4 to Agreement No. 210314B with Crestwood Behavioral Health, Inc., increasing the contract maximum by $943,751 for a new contract maximum of $4,596,606 for Fiscal Year 2026-2027, and each subsequent renewal.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been included in the requested 2026-2027 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this amendment is not approved, the County will be unable to provide Crestwood with additional funds to support CSU services necessary to provide mandated inpatient psychiatric hospitalization services to children, adolescents, adults, older adults and families in mental health crisis.
Additional Information	Strategic Initiative: Compassion & Access

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. 210314B
AMENDMENT NO. 4

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 210314B is effective as of the 1st day of August 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **CRESTWOOD BEHAVIORAL HEALTH, INC**., whose mailing address is 520 Capitol Mall #800, Sacramento, CA 95814, 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 April 20, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210314B (hereinafter referred to as "Agreement") for CONTRACTOR to provide recovery based Crisis Stabilization Services (CSS) both in person, out of a COUNTY campus facility, on the phone 24/7 to children, adolescents, adults, older adults and families in mental health crisis and to provide on-call after hours coverage for Napa County Mental Health to Juvenile Hall and the Napa County Jail; and

WHEREAS, on or about July 12, 2022, the Parties amended the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof; and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Financial Reporting), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate) in order to align with new CalAIM boilerplate language provided to all California counties by the California Mental Health Services Authority (CalMHSA); and

WHEREAS, on or about July 2024, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-1 with Exhibit A-2 (Scope of Work) and Exhibit B-1 with Exhibit B-2 (Compensation and Financial Reporting) to incorporate on-call Crisis Stabilization Unit staff coverage; and

WHEREAS, as of the effective date of this Amendment No. 4, the Parties wish to amend the Agreement to increase the contract maximum, replace Exhibit A-2 with Exhibit A-3 (Scope of Work) and Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting) to support the expansion of the Crisis Stabilization Unit.

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 shall be **Four Million Five Hundred Ninety-Six Thousand Six Hundred Six Dollars ($4,596,606.00)** of which **Nine Hundred Forty-Three Thousand Seven Hundred Fifty-One Dollars ($943,751.00)** is increased by virtue of this Amendment No. 4; 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-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 Exhibit "A-2" shall refer to "Exhibit A-3" commencing as of the effective date of this Amendment No. 4.

3. 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 Exhibit "B-2" shall refer to "Exhibit B-3" commencing as of the effective date of this Amendment No. 4.

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to Napa County Agreement No. 210314B as of the first date written above.

CRESTWOOD BEHAVIORAL HEALTH, INC.

By _____
ELENA MASHKEVICH
Director of County Contracts Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Jo Ann Iwasaki Parker* Deputy, by e-signature Date: May 19, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A-3
SCOPE OF WORK

August 1, 2026 through June 30, 2027
(and each subsequent automatic renewal)

I. Overview

Crisis Stabilization Unit provides immediate access to crisis intervention, emergency psychiatric evaluation, and medication services for children, adults, and older adults in a mental health crisis, while supporting other specialty mental health services. Crisis Stabilization Services may be referenced throughout this agreement as Crisis Stabilization Unit (CSU) in alignment with Department of Health Care Services (DHCS) terminology and definition of services.

In addition to the operation of the CSU, community-based Crisis Stabilization Services (CSS) services are offered over the telephone or through face-to-face contact, 24 hours a day, 7 days per week to address emergency psychiatric needs of children, adolescents, adults, older adults, and families in a mental health crisis.

The recovery-oriented services provide voluntary and involuntary treatment settings, in alignment with the spirit and intent of California's *No Wrong Door* policy and promote the provision of behavioral health care and integrated triage for individuals who may be in a situational crisis, may have primary diagnoses of mental health disorders, and may also have a co-occurring substance abuse disorder. Consumers of the CSU may receive up to 23 hours and 59 minutes of intensive crisis assistance onsite and are provided access to a full range of other behavioral health and substance abuse services or resources, as needed.

All consumers presenting for services at the CSU receive a psychiatric assessment, including assessment for present or co-occurring substance use, either in person or via telepsychiatry by a CONTRACTOR psychiatrist or nurse practitioner under the direction of the CONTRACTOR's CSU Medical Director. Additionally, consumers will receive crisis stabilization services including but not limited to; a physical assessment, medication, crisis intervention, food, rest, clean clothes, shower, suicidal and psychological assessment/support, as well as linkage to needed services upon discharge. A thorough health screening will be performed by licensed staff within the scope of practice. Transportation is provided to discharge destination, when necessary.

II. Background

The CSU Program facility opened in May 2017 to provide a recovery-focused environment where children, adolescents and adults in crisis are welcomed into a calm, warm, compassionate setting so that they may be assessed and provided mental health stabilization services, medication evaluation, medication management and linkages to a wide-range of outpatient and inpatient behavioral health services.

III. Goals and Outcomes

A. CONTRACTOR shall maintain minimum capacity of 12 beds total, 8 for adults and up to 4 for children/youth.

B. CONTRACTOR shall serve a **minimum of 835 clients and/or client billing days per fiscal year**.

C. CONTRACTOR shall provide comprehensive in-person psychiatric assessment during 8am-5pm business hours, Monday-Friday, and tele-psychiatry as needed during non-business hours, and assessment of co-occurring substance use disorders.

D. Reduce admissions of individuals experiencing a mental health crisis to local community hospital emergency rooms by 75% of current Napa County emergency room visits.

E. Reduce the average disposition time (e.g., length of time a consumer spends in the Emergency Department pending medical clearance and/or transfer to a psychiatric facility) by 50% of current disposition time.

F. Target of 20% to 50% reduction of psychiatric inpatient admissions.

G. Reduce law enforcement involvement with mental health crisis calls, contacts, custodies and/or transports for psychiatric assessment. Target reduction rate to be set by CSU and local Law Enforcement agencies and provided to the COUNTY Director of Behavioral Health, or designee.

H. Provide health screening that would indicate a need for medical services, including assessment of symptoms related to co-occurring mental health and substance use disorders.

I. Provide a therapeutic milieu for adult and child/adolescent clients, including, when appropriate, the use of mental health rehabilitation interventions to help stabilize an individual so they can be released to a lower level of care.

J. Reduce frequent readmission of consumers through a collaborative approach, and treatment strategies aimed at engaging lower levels of care prior to the onset of a psychiatric crisis.

K. Increase outpatient mental health participation rates by consumers, specifically medication and case management services, and track consumer participation rates via provider verification and client survey data.

L. CONTRACTOR will make every reasonable effort to ensure that consumers are not transported to emergency rooms for routine medical clearance not required by a 72-hour Lanterman-Petris Short (LPS) designated psychiatric hospital or care unless it is acutely necessary, and consumers cannot be safely screened and treated at the CSU without medical intervention beyond the scope of its licensed medical professionals.

IV. Facilities and Service Hours

CONTRACTOR shall operate Crisis Stabilization Unit (CSU) services 24 hours a day, 7 days per week at the following location:
Crisis Stabilization Unit (CSU)
2751 Napa Valley Corporate Drive
Napa, CA 94558.

COUNTY Shall:

A. Provide CONTACTOR appropriate space sufficient for CONTRACTOR to carry out its duties and meet its obligations under this contract at location and address above.
B. Train and designate an appropriate number of clinical staff to write and review Welfare and Institution Codes for 5150/5585 holds and monitor the policies and procedures for placing and reviewing.
C. Train CSU staff on relevant COUNTY policies and procedures, compliance requirements on a regular basis.
D. Train designated CSU staff to become COUNTY Electronic Health Record (EHR) Superusers.
E. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
F. Develop reporting forms not otherwise detailed in this Contract in coordination with CONTRACTOR.

CONTRACTOR shall serve as COUNTY's Juvenile Hall, COUNTY's Detention Center, and Queen of the Valley Medical Center's On-Call Mobile Response Unit. CONTRACTOR shall provide safety cell checks and 5585 Evaluations in Juvenile Hall and the Jail. CONTRACTOR shall also provide 5150 holds to Queen of the Valley Medical Center as needed.

Juvenile Hall on-call hours are:
6:00pm to 8:00am Monday through Friday
24hr/day on weekends starting at 6:00pm Friday through 8:00am Monday
24hr/day on holidays

- During these hours, Juvenile Hall may request either an on-site safety cell check or an on-site 5585 evaluation for a hall resident.

In Juvenile Hall, CONTRACTOR shall abide by regulations and codes associated with the Use of Physical Restraints (Title 15 Section 1358) and Safety Room Procedures (Title 15 Section 1359).

Napa County Detention Center on-call hours are:
6:00pm to 7:00am every day and
24hr/day on county observed holidays

- During these hours, Jail may request an on-site safety cell check.

In Jail, CONTRACTOR shall abide by regulations and codes associated with the Use of Restraint Devices (Title 15 Section 1058) and Use of Safety Cell (Title 15 Section 1055).

Queen of the Valley Medical Center On-Call hours are:
6:00pm to 8:30am Monday through Friday
24hr/day on weekends starting at 6:00pm Friday through 8:00am Monday
24hr/day on holidays

- During these hours, Queen of the Valley Medical Center may request an on-site 5150/5585 evaluation.

V. Eligibility and Admission

CONTRACTOR shall admit to the CSU, any consumer appearing to have urgent or emergent psychiatric needs, except for a consumer who meets the following conditions:

A. Has an acute medical condition that requires immediate attention and amelioration before psychiatric stabilization can be safely undertaken;
B. Is assaultive and cannot be safely managed in the CSU; or
C. COUNTY/CONTRACTOR agreed upon exclusionary criteria.

VI. General Requirements for Service Delivery

CONTRACTOR shall:

A. Provide culturally and gender appropriate services, including but not limited to those that identify with the LGBTQIA+ community.
B. Provide behavioral health services that are person-centered, safe, effective, timely and equitable; supported by friends and the community; promote wellness and recovery; and fully incorporate shared decision-making among consumers, family members and providers with proper consumer consent.
C. Provide community mobile outreach services.
D. Provide 5150/5585 services on site, at the Jail and Juvenile Hall as well as at local emergency department.
E. Contractor shall acquire CLIA waiver to perform tests, as determined by CDC or FDA
F. Provide medication administration and management, including intra-muscular injections of anti-psychotic and other appropriate medications.
G. Provide referral and linkage to medical treatment, emergency, transitional and permanent housing, adult residential services programs, shelters and other needed services.

H. Provide or arrange for transportation upon discharge when appropriate to ensure that successful linkage to follow-up services takes place.

I. Establish appropriate placement for an individual post-5150 hold.

J. Linkages with any of the following as appropriate:

1. Intensive community services or programs, such as; intensive case management/ wraparound programs, crisis residential services, or others as appropriate.
2. Community behavioral health providers and/or linkage to clients' existing service providers.
3. Adult Recovery and Resource Center (ARRC), also known as the Innovations Community Center.
4. COUNTY services including but not limited to; Substance Use Disorder Services, Mental Health Services, Employment and Eligibility and Self-Sufficiency Services.
5. Residential substance use disorder treatment and detox services.

K. Utilize the COUNTY's Electronic Health Record (EHR), through any vendor determined by COUNTY. COUNTY shall provide appropriate training and ongoing support to CONTRACTOR staff utilizing COUNTY EHR.

L. Maintain effective communication and working relationship with the HHSA Behavioral Health Services, Self-Sufficiency Services, Child Welfare Services, including administration and programs.

M. Address the needs of individuals who have exceeded the 23:59 hour limit on Medi-Cal billable crisis stabilization services.

N. Provide trained interpreters and/or use of COUNTY approved Language Line. Provide informational materials that have been translated to meet the linguistic needs of all CSU consumers. Minors, even if they are family members, shall not be used as interpreters.

O. Confer and consult with community partners including but not limited to law enforcement, emergency departments, COUNTY Behavioral Health contractors, outside crisis or suicide hotlines/warm lines, as well as concerned family members or other community members upon their request about the appropriateness of writing Welfare & Institutions Code (W&I) § 5150 holds or appropriate management strategies for consumers. Per AB 2275, clients that have not been certified for intensive treatment pursuant to Section 5250 and remains detained pursuant to Section 5150, a certification review hearing shall be held within seven days of the date the client was initially detained pursuant to Section 5150, unless judicial review has been requested as provided in Sections 5275 and 5276. CONTRACTOR staff designated by COUNTY for evaluation and treatment shall inform detained client of their rights with respect to the hearing, such as the right to the assistance of another person, including the county patients' rights advocate, to prepare for the hearing and shall answer questions and address concerns regarding involuntary detention pursuant to Section 5254.1. An attorney or COUNTY patients' rights advocate shall meet with the client to discuss the commitment process and to assist client in preparing for the certification review hearing or to answer questions.

The certification review hearing shall be conducted in accordance with Sections 5256.1, 5256.2, 5256.3, 5256.4, 5256.5, 5256.6, and 5256.7 and the detained client shall be considered a person certified.

P. CONTRACTOR shall also provide 5150/5585 evaluations and evaluations to lift 5150/5585 holds to Queen of the Valley Medical Center as needed.
Queen of the Valley Medical Center On-Call hours are:
6:00pm to 8:30am Monday through Friday
24hr/day on weekends starting at 6:00pm Friday through 8:00am Monday
24hr/day on holidays
*During these hours, Queen of the Valley may request an on-site 5150/5585 evaluation or an evaluation to lift an existing 5150/5585 hold.

Q. Provide services under this contract that include:
1. Evidence-based crisis intervention and acute stabilization strategies.
2. Robust pharmacological, psychological and behavioral management of emotional disturbance, psychosis and acute states of danger to self or others in the CSU.
3. Equipping clients to use less intensive services.
4. Linkage, referral and consultation with resources outside of the CSU including COUNTY internally operated behavioral health programs, contracted programs, law enforcement, emergency departments, community-based organizations and spiritual leaders, among others.
5. Family and social resource mobilization upon consumer consent.

R. Serve as COUNTY's 24-hour telephone access line for COUNTY Behavioral Health services, including evenings, weekends, COUNTY holidays, and when initial requests are made directly to the CSU.
Telephone access duties shall include the following:
1. Checking Medi-Cal eligibility status.
2. Conducting brief evaluation of consumers' needs using pre-approved screening tool.
3. Providing de-escalation interventions.
4. Making routine, urgent and emergent referrals.
5. Documenting calls and responses in accordance with Napa COUNTY procedures.

S. Train and instruct staff in use of Crisis Plans and require staff to check, upon admission, whether a given individual has such a plan on file, and to the extent possible, follow the plan.

T. Notify the COUNTY Case Manager that their client is in crisis in the CSU during the first three hours of the individual's stay. Such notification may consist of a phone call or an encrypted email.

U. Answer phones on behalf of COUNTY after the hours of 5:00 pm to determine whether the situation presented by the caller is emergent, urgent, or routine. All such calls shall be logged as per COUNTY requirements and may be sent to COUNTY Mobile Response Team if deemed appropriate. Monthly testing will occur to ensure that CONTRACTOR

is compliantly providing this service.

V. Assume physical custody of consumers admitted to the CSU on WIC § 5150/5585 holds and effect safe transfer of consumers referred by other custodians including but not limited to EMTs, emergency departments and peace officers. CONTRACTOR will comply with the provisions of W&I § 5150.2 and will detain a peace officer transporting a person to the CSU no longer than the time necessary to complete documentation of the factual basis of the detention under W&I § 5150 and a safe and orderly transfer of physical custody of the person. CONTRACTOR will document the transfer on the form provided for this purpose by the COUNTY.

VII. Service Descriptions/Treatment Modalities

CONTRACTOR shall provide treatment modalities and treatment strategies including, but not limited to:

A. Trauma-Informed Approach.
B. Comprehensive Assessment focused on children, adolescents, and adults.
C. Medication Assessment, administration, and management.
D. Wellness Recovery Action Plan (WRAP) development.
E. Dialectical Behavior Therapy (DBT) skills training.
F. Counseling from peers, parent partners, and trained staff.
G. Dual-recovery assessment, support, education, and linkage.
H. Community services linkage and referrals for aftercare services.
I. Intensive discharge planning.
J. Spiritual support.
K. Yoga, meditation and relaxation education and support.
L. Creative arts resources and support.
M. Nutritional training and individualized support.
N. Wellness counseling.
O. Natural daytime activities, access to watch television and read newspapers.

Evidence Based Practices (EBPs)

CONTRACTOR shall provide Evidence-Based Practices for crisis stabilization/intervention and emergency psychiatric services, including interventions with family members of the identified consumer.

Examples of available EBPs include but are not limited to:

A. Motivational Interviewing.
B. Cognitive Behavioral Therapy.
C. Relapse Prevention.
D. Trauma-Informed Treatment.
E. Psycho-Education.

VIII. Discharge Planning

Discharge planning begins shortly after admission. The reintegration of the consumer with family, close friends, and community supports is a primary objective.

Prior to discharge CONTRACTOR shall provide:

A. Linkage to appropriate community service programs.
B. Care coordination to mental health or substance abuse services.
C. Linkage to peer support programs, self-help groups, veteran support programs, or other appropriate services, as needed.

IX. Oversight and Legal Requirements

A. Ongoing implementation of COUNTY provided Quality Improvement Plan. CONTRACTOR shall maintain, on file at its facility, documentation in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Copies of such documentation must be made available, upon COUNTY request.
B. Participate in COUNTY utilization review and quality improvement activities.
C. Notify COUNTY of all incidents or unusual occurrences using the COUNTY Incident Reporting Form in conformance with COUNTY policies and procedures governing such notification.
D. After submitting a corrective plan to any State licensing and/or accrediting body concerning a sentinel incident/event as defined by the body and/or receiving an order from a State licensing/accrediting authority to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY, Behavioral Health Provider Services Coordinator.
E. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the California Welfare and Institutions Code and Title 42 of the Code of Federal Regulations.
F. Facilitate access to consumers by Napa County's Patient's Rights Advocate.

Ongoing reconciliation/audit of active key/fob/EHR access list with active roster of CONTRACTOR employees

A. Bi-weekly, CONTRACTOR will provide a list of current, active CONTRACTOR employees to Operations Administrative Assistant via email, (copying CONTRACTOR Program Director, COUNTY Behavioral Health Utilization Review Coordinator, AST Manager, and AST Senior Systems Analyst). Operations Administrative Assistant will cross-check the list with COUNTY's list of CONTRACTOR employees with fob and key access to ensure that COUNTY list does not contain any employees who are no longer employed by CONTRACTOR. Operations Administrative Assistant will request that

COUNTY/AST Senior Systems Analyst do the same check for active CONTRACTOR users of COUNTY EHR users.

B. If any CONTRACTOR employees are found on COUNTY lists of fob/key/EHR users who do not show up on the list of CONTRACTOR active employees, then Operations Administrative Assistant will contact CONTRACTOR Program Director for more detail. If it is determined that the employee was terminated from CONTRACTOR employment or transferred to a position no longer requiring access, COUNTY Operations Administrative Assistant will initiate the immediate removal of fob, key, and EHR access.

C. Records pertaining to this reconciliation/audit will be stored electronically by COUNTY. CONTRACTOR clinical staff will not have access to ADS treatment information in COUNTY EHR

Administrator/Administrator On-Call

A. Designate a Program Administrator during normal COUNTY business hours and an Administrator on call 24/7/365 who shall respond to telephone communications by designated COUNTY staff and CSU program staff within 15 minutes by telephone or in person to consult concerning urgent problems and their resolution. The Program Administrator or designated representative will meet regularly as required with COUNTY Contract and Clinical Administrative Teams and participate in meetings with the COUNTY as requested.

B. Meet regularly, on a schedule to be mutually agreed-upon but no less than quarterly, to review the performance of both parties with respect to the Contract, including reviewing service estimates, outcomes, successes, and challenges in implementing the CSU. COUNTY and CONTRACTOR shall develop a standard agenda with topical additions as appropriate for these meetings and determine required attendees which at a minimum will include the COUNTY Provider Services Coordinator.

Audit Requirements

A. CONTRACTOR records shall clearly document medical necessity for treatment and CONTRACTOR records may be audited at any time by COUNTY or State/Federal government entities.

B. CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly. CONTRACTOR shall submit timely reports of these internal

monitoring activities, as well as reports on quarterly incidents, accidents, and client complaints/grievances as requested by COUNTY.

C. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this audit notification and summary to COUNTY in a timely manner as requested by COUNTY.

X. Staffing and Training Requirements

CONTRACTOR shall staff and operate the CSU in compliance with all California licensing and regulatory requirements and standards, including Title 9, Division 1, Chapter 11, Article 3, and Section 1840.348 of the California Code of Regulations for crisis stabilization services.

CONTRACTOR shall pre-qualify its personnel by appropriate health, substance use, security and background screenings, including driving record, and will provide results of Medi-Cal Exclusion Screenings to COUNTY upon request. All employees must meet COUNTY standards for Live Scan, Medi-Cal Exclusion screenings, and other appropriate background clearances. CONTRACTOR will supply organizational badges that must be worn at all times while on COUNTY premises or conducting CONTRACTOR business.

CONTRACTOR will design staffing and facilities to achieve maximum flexibility in age, gender, and acuity mix of consumers admitted to the CSU and shall not establish an arbitrary number of admissions dedicated to consumers of any specific age category, gender or level of acuity.

CONTRACTOR shall train and certify all CSU staff in the following areas:

A. First aid and CPR at the Medical Provider's level of the American Heart Association or equivalent, including instruction in the use of the Automated External Defibrillator (AED).
B. Customer service.
C. Emergency and disaster planning and response.
D. Mandated reporting requirements.
E. Legal and ethical issues relevant to treatment in the CSU.
F. Behavioral health crisis assessment and treatment.
G. Compliance training related to documentation, claiming, and billing practices.
H. Verify the client's insurance and county of responsibility, ensuring that the county contract is only authorized for inpatient psychiatric treatment for clients who are the responsibility of Napa County.

Orientation, Training and Technical Assistance

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

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. It is also an expectation that the CONTRACTOR stay current on relevant federal and state regulatory requirements as well as audit protocol guidelines provided by the state on an ongoing basis.

XI. Program Specific Requirements for Service Delivery

CONTRACTOR shall facilitate access to consumers by COUNTY's Patient's Rights Advocate.

Minors, under the age of eighteen (18) shall not be allowed to be in physical contact with adult consumers on the CSU at any time.

XII. Data Collection and Reporting Requirements

A. Ongoing implementation of COUNTY provided Quality Improvement Plan. CONTRACTOR shall maintain, on file at its facility, documentation in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Copies of such documentation must be made available, upon COUNTY request.

B. Participate in COUNTY utilization review and quality improvement activities.

C. Notify COUNTY of all incidents or unusual occurrences using the COUNTY Incident Reporting Form in conformance with COUNTY policies and procedures governing such notification.

D. After submitting a corrective plan to any State licensing and/or accrediting body concerning a sentinel incident/event as defined by the body and/or receiving an order from a State licensing/accrediting authority to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY, Behavioral Health Provider Services Coordinator.

E. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations

and Section 5325.1 of the California Welfare and Institutions Code and Title 42 of the Code of Federal Regulations.

F. CONTRACTOR shall comply with Annual Reporting requirements for the California Health Facilities Finance Authority (CHFFA) and provide required data to COUNTY upon request.

G. CONTRACTOR shall comply with the most current DHCS CalAIM documentation requirements. CONTRACTOR shall also comply with elements outlined in both COUNTY Behavioral Health Documentation Manual and COUNTY Behavioral Health Policies and Procedures related to CalAIM documentation and best practice protocols.

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

Contract Monitoring

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

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement and ongoing service delivery.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with 30 days or more prior written notice of such site visits. This notice shall include:

A. Specific monitoring tool(s) that will be utilized.

B. The preparation required of the CONTRACTOR prior to the monitoring visit. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and

C. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the

provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

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

XIII. Requirement Resources

California Department of Health Care Services - DHCS
California Code or Regulations (CCR)
California Welfare and Institutions Code (WIC)
Lanterman-Petris-Short Act (LPS)
https://www.cms.gov/regulations-and-guidance/legislation/clia

EXHIBIT B-3
COMPENSATION AND FINANCIAL REPORTING

August 1, 2026 through June 30, 2027
(and each subsequent automatic renewal)

Compensation

1. Agreement Maximum shall not exceed **$4,596,606.**
2. COUNTY shall provide CONTRACTOR up to the total agreement maximum for a fully operational Crisis Stabilization Unit.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Total Napa CSU Program Budget	
1. PERSONNEL EXPENSES	
a. Salaries, Wages	2,268,188
b. Benefits & Taxes	635,736
c. Total Personnel Expenses	**2,903,924**
2. OPERATING EXPENSES	
a. Facility Costs	49,619
b. General Operating Expenses	507,665
c. Subcontracts/Professional Services	717,525
d. Total Operating Expenses	**1,274,809**
3. Subtotal CSU Program Budget	**4,178,733**
4. INDIRECT/ADMINISTRATIVE OVERHEAD (10% Max)	417,873
a. Total Indirect/Administrative Overhead (10% Max)	**417,873**
5. TOTAL CSU PROGRAM BUDGET	**4,596,606**

Financial Reporting/Invoicing

CONTRACTOR may invoice COUNTY for an advance payment beginning August 1st, 2026, of Fiscal Year 2026-2027, and all subsequent automatic renewals of this Agreement, of up to 15% of the annual maximum of this Agreement. After the advance payment invoice, all

subsequent invoices must be based on actual expenses incurred. Until the advance payment is fully expended CONTRACTOR must include an offset of the advance payment on invoice.

CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all contract services provided in the preceding *month*. CONTRACTOR shall submit services as an invoice on agency letterhead with total amount due based on actual costs incurred and service month and year to BHInvoices@countyofnapa.org.

Billing for Mental Health Services

COUNTY will bill the services performed by CONTRACTOR and provided by CONTRACTOR to COUNTY to various private or governmental third-party payors. COUNTY is the only party who may bill and seek reimbursement for the services performed by CONTRACTOR to COUNTY. CONTRACTOR is prohibited from seeking any reimbursement, including but not limited to various private or governmental third-party payors (e.g., Medicare, Medi-Cal, TRICARE, Champus) or other individuals, for any of the services performed by CONTRACTOR. CONTRACTOR will cooperate with COUNTY to facilitate COUNTY in obtaining the maximum legal reimbursement for the services provided. CONTRACTOR is responsible for ensuring that the CONTRACTOR adhere to this provision.

Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall use COUNTY's Electronic Health Record System for documentation of services. CONTRACTOR shall ensure the following:
Correct billing of Medi-Cal services to COUNTY for Short-Doyle/Medi-Cal (SD/MC);
Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
Seamless integration with and use of electronic medical record, the electronic billing system.

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

CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY. CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by COUNTY that are attributable to CONTRACTOR's performance under this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal. To the extent CONTRACTOR is required to 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. 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 and fines which may be assessed under a Federal or State False Claims Act provision.

COUNTY shall withhold any payments for mental services for which documentation of Medical Necessity by CONTRACTOR is not sufficient to claim the Federal Financial share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

CONTRACTOR shall reimburse any specific services identified within an audit, review or by other means based upon the COUNTY's published charge for crisis stabilization services.

Required Submissions

1. Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include available overall capacity, capacity by classification of services, and availability of services (i.e., 24/7, 5 days/week, 7 days/week, and hours, if applicable). County may also request estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template and monthly invoice template which correlates to services, capacity utilization tracking, and standardized FTE professional classification fields.

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

fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Other Limitations Affecting Payments

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

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exception shall be repaid to COUNTY by CONTRACTOR.
3. CONTRACTOR shall reimburse COUNTY for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's failure to perform in accordance with this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
4. To the extent CONTRACTOR is required to reimburse the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services which CONTRACTOR provides, or demand reimbursement without offset.
5. 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 and fines which may be assessed under a Federal or State False Claims Act provision.

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

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1227

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 270030B with The Regents of the University of California - Davis Campus Continuing and Professional Education

RECOMMENDATION

Approve and authorize Agreement No. 270030B with The Regents of the University of California - Davis Campus Continuing and Professional Education for a contract maximum of $169,958 for Fiscal Year 2026-2027 to provide training services to County staff. (Fiscal Impact: $169,958 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

The County has contracted with the Regents of the University of California for training sessions since 1983. This specialized training is not available through other entities and is provided by subject matter experts in the field and are in subject areas selected by Health and Human Services Agency (HHSA) that will benefit our staff agency-wide and ensure that staff receive specific trainings to maintain program and contractor compliance.

This agreement will ensure that HHSA staff improve service delivery in the administration of HHSA programs; implement tactics designed to support the health and well-being of HHSA clients; fulfill mandatory training requirements; remain in compliance with Civil Rights mandates; improve the quality and efficacy of casework and services to the community; and support knowledge and implementation of current best practices in the field.

The courses include California Department of Social Services (CDSS) Required Division 21 Civil Rights and Social Services-specific program trainings.

Requested Action:

1. Approve and authorize Agreement No. 270030B with The Regents of the University of California - Davis Campus Continuing and Professional Education, for a contract maximum of $169,958 for the Fiscal Year 2026-

2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Multiple Divisions (Operations, SSSD, CSOA, CWS)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to contract for these services, however, this agreement is necessary to stay compliant with State and Federal mandates by updating and incorporating new policies and procedures.
Is the general fund affected?	No
Future fiscal impact:	None, this agreement terminates June 30, 2027.
Consequences if not approved:	If not approved, HHSA staff would be unable to receive specialized training through UC Davis which could impact the ability of staff to provide a high level of service to clients.
Additional Information	Strategic Initiative: Compassion & Access

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. 270030B
UC Davis Agreement #UCDPO_____ CPE
Agreement # GENT-2026-23 Control #
C114701

TRAINING SERVICES AGREEMENT
NAPA COUNTY HEALTH AND HUMAN SERVICES ("User")

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and NAPA COUNTY HEALTH AND HUMAN SERVICES (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) business days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from 07/01/2026 and continue through 06/30/2027. All courses must be completed by 06/30/2027.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY Michell Franklin Program Director Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: mtfranklin@ucdavis.edu	USER Summer Isham Supervising Staff Services Analyst Napa County Health and Human Services 2751 Napa Valley Corporate Dr. Napa CA 94558 E-mail: summer.isham@countyofnapa.org
ADDITIONAL UNIVERSITY Human Services Custom Training and Services Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	ADDITIONAL USER Erin Billings Staff Services Manager Napa County Health and Human Services 2751 Napa Valley Corporate Dr. Napa CA 94558 E-mail: erin.billings@countyofnapa.org

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Steven Kobayashi

UC Davis

Date: Jun 8, 2026

NAPA COUNTY HEALTH AND HUMAN SERVICES

By: _____
(authorized signatory)

Print Name: _____

Date: _____

APPROVED AS TO FORM
Office of County Counsel

Jo Ann Parker

By: Jo Ann Iwasaki Parker, Deputy C.C.
Date: 05/01/26

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A

TRAINING PROGRAM

1. 43.0 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Extra training units may be charged for the following when requested in writing by User and approved by the University:
      a. Off-site training site and audio-visual equipment when on-site facility and equipment are not available.
      b. Food and non-alcoholic beverages when requested by the User in writing.
      c. Any other items when requested by the User in writing and approved by University.
   g. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:
   a. Training facility and audio-visual equipment.
   b. On-site coordination of training

4. As found in the course catalog, standard onsite trainings incur a cost of 1.0 training unit per day and standard virtual trainings incur a cost of 0.80 training unit per day. Nonstandard courses may incur additional charges. Additional charges not listed within the catalog will be agreed to, in writing, between the User and the University.

Training Units	CHS Daily Rate		
43.0	$ 4,250.00	$182,750.00	Total Contract Amount
		($12,792.50)	Less CPE 7% Cost Share
		$169,957.50	Total User Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1320

TO: Board of Supervisors

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

REPORT BY: Jennifer Yasumoto, Director of Health and Human Services Agency

SUBJECT: Amendment No. 2 to Agreement 240303B with Napa Valley Community Foundation

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 240303B with Napa Valley Community Foundation (NVCF) for the term upon approval through June 30, 2028, to support the One Napa Valley Initiative (ONVI) and Napa Valley Together (NVT) through an increase of $50,000 in Fiscal Year 2026-2027 that maintains the contract maximum at $100,000 for an additional year, and annually thereafter at $50,000 beginning in Fiscal Year 2027-2028. (Fiscal Impact $50,000 Additional Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

On December 17, 2024, the Napa County Board of Supervisors (Board) issued a "Statement on Valuing, Supporting, and Protecting Historically Marginalized Communities" reflecting the County's priority to grow and protect an inclusive community where all individuals, including immigrants and their families, feel safe and secure and can access the resources they need without fear. The statement also made it clear that the path forward with marginalized communities requires trust, collaboration, and respect.

Additionally, the 2024-2029 Napa County Community Health Improvement Plan (CHIP) sets forth the County's plan to implement specific strategies to improve the health and well-being of community members within five priority areas. Two of the priorities areas are to address "Access to Health Care" and "Race Equity" with a specific strategy to "increase health and social service system navigation support, with a focus on undocumented individuals and mixed status households."

That background in mind, the California Department of Health Care Services (DHCS) requires managed care

plans (MCPs) to increase alignment and collaboration with local health jurisdictions (LHJs) to improve population health management outcomes. To address local health priorities, MCPs must actively participate in and align with local CHIPs, including through the provision of financial support. Kaiser Foundation Health Plan, Inc., one of two MCPs in Napa County, will provide funding to HHSA over three years, starting with Fiscal Year (FY) 2025-2026, for activities related to our CHIP within specified parameters.

For the upcoming FY 2026-2027, given the continued need to increase system navigation support with our immigrant population and the critical partnership and ongoing work with ONVI/NVT, HHSA has strategically aligned the funding to support this Agreement. HHSA's proposal has been approved by Kaiser, thereby allowing HHSA to apply $50,000 toward this CHIP strategy and provide another year of enhanced funding to NVCF and the ONVI/NVT initiative. For context, in both FY 2024-2025 and FY 2025-2026, the Board approved the use of Tobacco Master Settlement Agreement (MSA) Funds to enhance the funding for this Agreement adding $10,000 and $50,000, respectively.

This Agreement builds upon the prior investment of ONVI that was launched in 2013 and has been highly successful in providing naturalization and immigration support services to residents. The collaborative program utilizes an innovative cross-sector model that matches Family Resource Centers (On the Move, Puertas Abiertas, and Up Valley Family Centers) with a nonprofit legal services provider (Immigration Institute of the Bay Area, or IIBA) to deliver a seamless approach in navigating the complexities of naturalization.

The increase of $50,000 in funding allows ONVI to sustain its capacity that has been needed at this critical period to support naturalization services, DACA renewal workshops, legal consultations, and education. This expansion supports ONVI at a critical time in providing reliable and credible immigration information to Napa County residents to allay the climate of fear, to help support our immigrant community in access to critical resources, including health care access, and uniting and enhancing competencies of trusted messengers in organizations, schools, and jurisdictions, as they serve our immigrant friends, family, and neighbors.

Increased services across Napa County will include an increase in Know-Your-Rights trainings; family preparedness workshops and consultations; trainings on enhanced services for navigation, referrals, and other legal information for trusted messengers; convening community partners to ensure communication and feedback loops exist; providing mental health support for these families; and growing the infrastructure to ensure program and financial sustainability needed to respond to emerging needs. Outcomes associated with this Agreement have been, and will continue to be, reported in HHSA's Annual CHIP Report.

Accordingly, the Agreement before the Board allows NVCF to sustain ONVI at an expanded level through an increase of $50,000 in FY 2026-2027 keeping the maximum to $100,000 for an additional year, and thereafter at $50,000 in FY 2027-2028.

Requested Action:

Approve and authorize Amendment No. 2 to Agreement No. 240303B with NVCF for the term upon approval

through June 30, 2028 increasing compensation $50,000 for FY 2026-2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services- Public Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The expansion of ONVI meets a critical need and the use of MCP funds available to HHSA to do so aligns with our CHIP.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2026-2027 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	The County's support for ONVI and NVT will not continue to the same extent absent this additional funding.
Additional Information	Strategic Initiative: Compassion & Access

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. 240303B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **NAPA VALLEY COMMUNITY FOUNDATION,** a nonprofit corporation whose mailing address is 3299 Claremont Way, Suite 2, Napa, CA 94558, 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 July 1, 2024, COUNTY and CONTRACTOR entered into Napa County Agreement No. 240303B (hereinafter referred to as "Agreement") for CONTRACTOR to provide support of the "One Napa Valley Initiative," a naturalization assistance program for qualified Napa County residents; and

WHEREAS, on March 25, 2025, , COUNTY and CONTRACTOR amended the Agreement to support the planned expansion of "One Napa Valley Initiative" to conduct naturalization and immigration support services to residents of Napa County and its workforce consisting of employers, schools and jurisdictions, and to increase the maximum compensation for Fiscal Year 2024-2025 and 2025-2026.

WHEREAS, the Parties now wish to amend the Agreement to continue supporting the expansion of "One Napa Valley Initiative" and the work of "Napa Valley Together" of upholding immigrant rights, training service providers and employers that seek to support immigrants, and providing citizenship legal services and family preparedness, and to increase the maximum compensation for Fiscal Year 2026-2027.

TERMS

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

[SIGNATURE PAGE FOLLOWS]

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 _____ **AMBER MANFREE** **Chair, Board of Supervisors**	Signature **TERENCE P. MULLIGAN** President and Chief Executive Officer

Maximum Amount of this Agreement: $100K for FY 26-27 and $50K for FY 27-28 Term Expires: June 30, 2028 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By *Jo Ann Iwasaki Parker*, Deputy C.C. by e-sign Date: June 11, 2026

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 240303B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

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

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

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

1.4 The Program Manager for COUNTY shall be: Jennifer Yasumoto, Director of Health and Human Services Agency

1.5 The Contract Contact Person for CONTRACTOR shall be: Terence Mulligan, 3299 Claremont Way, Suite 2, Napa, CA 94558

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

1.7 The source of funding for this Agreement shall be: County General Fund and Tobacco Master Settlement Agreement Funds

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

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

SECTION 2. General Terms and Conditions.

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

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

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

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

[ ] (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.

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

3.2 Source Funding.

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

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

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

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

> The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2028),** 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 herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT A
SCOPE OF WORK

July 1, 2026, through June 30, 2028

1. CONTRACTOR's Qualifications. Napa Valley Community Foundation (CONTRACTOR) released a comprehensive analysis of the economic and fiscal impact of immigration on Napa County. Based on that analysis, CONTRACTOR has developed the One Napa Valley Initiative, a naturalization assistance program for qualified County residents. CONTRACTOR is implementing One Napa Valley Initiative by means of service agreements with contracting non-profit organizations including the International Institute of the Bay Area, Legal Aid of Napa Valley, On the Move/McPherson Neighborhood Family Resource Center, and Puertas Abiertas Community Resource Center. (The service agreements between CONTRACTOR and these agencies, together with agreements with such other agencies as CONTRACTOR may contract with in the future in furtherance of its One Napa Initiative, are hereinafter referred to as "the Service Agreements.")

2. Provision of Naturalization Assistance and Immigration Support Services. CONTRACTOR shall implement and support the One Napa Valley and Napa Valley Together Initiatives during the term of this Agreement. Through its Service Agreements with the contracting agencies named above and such other organizations with which the CONTRACTOR may contract.

   CONTRACTOR will maintain current services, including naturalization and DACA renewal workshops, individual legal consultations, and education. During FY 2024-2025 and FY 2025-2026, CONTRACTOR will also increase services across all of Napa County to include: a great increase in Know-Your-Rights trainings, which ensure that immigrants know their guaranteed legal rights under the constitution; Family Preparedness workshops and consultations, which help families create legally-based documented plans for the care of their children and assets, should they be detained by Immigrations and Custom Enforcement (ICE); trainings on enhanced services navigation, referrals, and other legal information for trusted messengers, nonprofit and government referral agencies, and employers; supporting safe spaces for immigrants; the Rapid Response Network, which provides real-time hotline assistance to immigrants facing ICE and other threats; convening community partners, like law enforcement and school districts to ensure communication and obtain feedback; increased mental health support for immigrant families; centralized fundraising and grant and contract management; and response to new and emerging needs.

3. Metrics. CONTRACTOR will provide the following metrics to COUNTY on an annual basis, or more frequently if requested.

   a. Number of presentations and training conducted, including Know Your Rights, Family Preparedness, Public Charge, immigration policy updates, Trusted Messenger.
   b. Number of individuals trained.

c. Number of volunteers and number of hours of assistance provided at naturalization workshops, at ESL for citizenship/civics classes, at one-on-one tutoring to help citizenship candidates prepare for their exam with USCIS and conducting community outreach for the program.
d. Number of people received legal consultations for citizenship or other immigration benefits/remedies.
e. Number of applications filed for citizenship or other immigration benefits/remedies.
f. Number of people naturalized.

COUNTY and CONTRACTOR also agree to work together on other metrics that may be developed in the future.

4. Identification of Specific Use of Funds under This Agreement. CONTRACTOR shall use the funding received from COUNTY under this agreement to fund part or its entire obligation under one or more specific service agreements as noted above.

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING

July 1, 2026, through June 30, 2028

CONTRACTOR shall submit an invoice to COUNTY for compensation by June 30 of each fiscal year for a maximum amount of $100,000 for FY 2026-2027 and $50,000 for FY 2027-2028.

Prior to the disbursement of each fiscal year's payment, in addition to the submission of an invoice, CONTRACTOR shall provide COUNTY with: (1) a copy of CONTRACTOR'S service agreement with each provider that will receive COUNTY funds; and (2) a copy of the underlying proof of payment CONTRACTOR made to the provider, as outlined in the specified service agreement.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

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

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

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

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

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

(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**.

(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 at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

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

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

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

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

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

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

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

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

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

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

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 March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

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

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

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

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(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**.

(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 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 (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1172

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Emma Moyer, Interim Director of Housing & Community Services

SUBJECT: Updated Reservation of Affordable Housing Funds for 39-unit Permanent Supportive Housing Project

RECOMMENDATION

Adopt a Resolution for the Jamboree Housing Corporation Permanent Supportive Housing Project revising the unit count and extending the existing reservation of funds for one (1) year. (No Fiscal Impact)

BACKGROUND

Jamboree Housing Corporation (JHC), using their wholly owned subsidiary JHC-Acquisitions LLC, has secured site control of one (1) parcel located at 515 Silverado Trail in the City of Napa, comprised of approximately 1.05 acres for the purposes of building permanent supportive housing (PSH). The development will provide PSH and services to very-low and extremely-low-income individuals exiting homelessness, with set aside placements for the Coordinated Entry System (CES) for households earning between 30% and 60% Area Median Income. Total cost for the project is projected at Thirty Seven Million Sixty Three Thousand Forty Five dollars ($37,063,045).

On December 5, 2023, the Board of Supervisors adopted resolution 2023-150, reserving $1,550,000 of Affordable Housing Funds to JHC to assist in the development of forty (40) permanent supportive housing units, and one (1) managers unit. Since then, the project has been modified to be more competitive for funding applications. JHC submitted a revised entitlement package in March 2026, with approvals anticipated in June. The revised entitlements eliminated one unit to create a more efficient floorplan, move the project out of the floodplain, and provide a more efficient layout of services spaces.

The financing plan for the project assumes the majority of funding will come from the 9% Tax Credits. The City of Napa approved a loan to JHC in January of 2023 in the amount of Two Million Dollars ($2,000,000) in permanent construction financing prior to submission of the HCD Super NOFA in April 2024. In December 2025, the project was awarded One Million Five Hundred Thousand Dollars ($1,500,000) from the California Department of Developmental Services. As part of that capital award, ten (10) units will be aside for clients with the North Bay Regional Center. In May 2026, Napa City Council approved an additional Eight Hundred Sixty Eight Thousand Four Hundred and Twenty One Dollars ($868,421) of CDBG funds for the project.

At this time, JHC is requesting an additional year extension for both the City and County funding reservations.

Current funding sources for the project are:

Permanent Loan: $6,680,424

Tax Credit Investor Proceeds: $22,117,788

Providence Health Grant: $1,000,000

City of Napa: $2,868,421

County of Napa: $1,550,000

Federal Home Loan Bank Affordable Housing Program: $1,200,000

Department of Developmental Services (DDS): $1,500,000

Deferred Developer Fee: $146,412

Total Permanent Sources: $37,063,045

Today's action is adopting a new resolution approving the revised unit count, and extending the reservation of funds of One Million Five Hundred Fifty Thousand Dollars ($1,550,000) from the Affordable Housing Fund to assist Jamboree Housing Corporation with the development of 39 permanent supportive housing units and one managers unit, pending submittal of a complete application confirming all necessary permanent sources within one (1) year of the date of this action.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Housing & Community Services, Fund 2080
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to use Affordable Housing funds for a specific project.
Is the general fund affected?	No
Future fiscal impact:	If approved, staff will return with a budget adjustment at the time when all project sources are confirmed and loans need to close.
Consequences if not approved:	JHC may not be competitive in the TCAC 9% Round 2 application process.

Additional Information

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. 2026-

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, RELATING TO THE RESERVATION OF $1,550,000 FROM THE NAPA COUNTY AFFORDABLE HOUSING FUND TO JAMBOREE HOUSING CORPORATION TO ASSIST IN THE DEVELOPMENT PERMANENT SUPPORTIVE HOUSING UNITS FOR THE PROJECT LOCATED AT 515 SILVERADO TRAIL IN THE CITY OF NAPA

WHEREAS, Napa County receives funds under its Affordable Housing and Incentives Ordinance (County Code Chapter 18.107) and implementing resolutions to further the development of affordable housing throughout Napa County; and

WHEREAS, Jamboree Housing Corporation, LLC, a California limited liability company, has secured site control of one (1) parcel of real property in Napa County, located at 515 Silverado Trail, comprising approximately 1.05 acres and designated by Assessor's Parcel Number 046-050-001 through a Purchase and Sale Agreement (PSA) with the property owner as of January 6, 2023.

WHEREAS, Jamboree Housing Corporation submitted an application to the City of Napa in January 2023 requesting Two Million Dollars ($2,000,000) in permanent construction financing for the development of 40 permanent supportive housing (PSH) units and 1 manager's unit; and

WHEREAS, the City of Napa approved the requested loan; and

WHEREAS, the development will provide permanent supportive housing and service opportunities to very-low income and extremely low-income individuals exiting homelessness, with 1-bedroom units for households earning between 20% and 50% Area Median Income and one 3-bedroom manager's unit; and

WHEREAS, all 40 of the PSH units will be set-aside for placement via the Coordinated Entry System (CES); and

WHEREAS, the initial financing plan for the Project assumes the majority of funding will come from both 4% Tax Credits and California Department of Housing and Community Development ("HCD") Super NOFA; and

WHEREAS, Jamboree Housing Corporation submitted a request to the County for One Million Five Hundred Fifty Dollars ($1,550,000) in permanent construction financing for the development of the units; and

WHEREAS, on December 5, 2023, the Board of Supervisors adopted Resolution 2023-150, reserving One Million Five Hundred Fifty Thousand Dollars ($1,550,000) from the County Affordable Housing Fund for the project; and

WHEREAS, Jamboree Housing Corporation has submitted a request to the County of Napa to update the unit mix, reducing the number of units from 40 of permanent supportive housing to 39 units of PSH (plus one manager's unit) in order to create a more efficient floorplan and move the project out of the floodplain, and extend the reservation of funds for an additional

one (1) year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County hereby continues to reserve One Million Five Hundred Fifty Thousand Dollars ($1,550,000) from the County's Affordable Housing Fund, pending submittal of a complete application confirming all necessary permanent sources of funds within one (1) year of the date of this Resolution, and pending Board determination of loan terms, to assist with the development of the permanent supportive housing units.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the ___ of ____, 2026, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *S. Darbinian* Deputy County Counsel Date: May 27, 2026	Date: Processed By: _____ Deputy Clerk of the Board	By:_____

1195 THIRD STREET
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Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1261

TO: Board of Supervisors

FROM: Emma Moyer, Interim Director of Housing & Community Services

REPORT BY: Emma Moyer, Interim Director of Housing & Community Services

SUBJECT: Amendment No. 5 to Agreement No. 220333B for $29,800 with Benevate, LLC (Neighborly Software) for FY 2026-2027

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement No. 220333B with Benevate, LLC (Neighborly Software) for $29,800 for the term July 1, 2026 through June 30, 2027, for the Neighborly software system that hosts the administration and management of the Affordable Housing Programs. (Fiscal Impact: $29,800 Expense: Affordable Housing Fund 2080, Subdivision 208000; Budgeted: Discretionary)

BACKGROUND

This item is a contract amendment in which the contract life exceeds five years, thus requiring board approval. The purpose of this item is to approve a contract with Benevate, Inc, which provides the software system, Neighborly, that tracks and manages all of the Affordable Housing programs including: the Season of Sharing Program, the SHARE older adult rental assistance program, the Proximity Downpayment Assistance loan program, the Affordable Accessory Dwelling Unit Forgivable loan program, and adding a new program to track and manage the County's Multifamily Rental Housing.

The total contract maximum is $29,800, which includes both the development and implementation of the Multifamily Rental Housing program and a one-year contract extension providing for the renewal of user licenses for FY 2026-2027.

In April of 2022, Napa County Housing & Community Services (HCS) entered into contract with Benevate, Inc to implement the Neighborly software system for the Season of Sharing program and the Proximity Downpayment Assistance program. In December of 2022, the contract was amended to develop and implement the Affordable Accessory Dwelling Unit Forgivable Loan program, as well as increase administrative user licenses.

In March 2024, the contract was amended to develop and implement the SHARE old adult rental assistance program, as well as portal for tenants seeking residence in one of Affordable Accessory Dwelling Units in

income qualify.

The system allows for applications for all programs to be received from the public via the online portal, and allows Housing & Community Services staff to review, track and manage applications and loans.

The new program, the Multifamily Rental Housing, will track and manage the County's multifamily affordable housing fund loan portfolio, and provide a platform for developers to apply for Affordable Housing Funds. The software system has been critical in increasing efficiency in application review, and ease for the public to apply for these critical housing programs.

Requested Action:

1. Approve and authorize Amendment No. 5 to Agreement No. 220333B with Benevate to (1) extend the contract for the fiscal year 2026-2027 to include the new Multifamily Rental Housing program and (2) renew all user licenses with no increase to the contract maximum.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2080, Affordable Housing
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This is discretionary in that there is no mandate to utilize the Benevate Neighborly system to manage the Napa County housing programs.
Is the general fund affected?	No
Future fiscal impact:	These services will be budgeted for annually.
Consequences if not approved:	If this item is not approved, Napa County will need to identify another way to manage the housing program data.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

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.

FIFTH AMENDMENT TO SAAS SERVICES AGREEMENT BETWEEN BENEVATE, LLC AND THE COUNTY OF NAPA, CALIFORNIA (Napa County Agreement No. A-220333B)

THIS FIFTH AMENDMENT TO SAAS SERVICES AGREEMENT ("Fifth Amendment") is made between Benevate, LLC, a Delaware Limited Liability Company (formerly known as Benevate, Inc.) ("Company"), and the County of Napa, California ("Customer"), collectively referred to as the "Parties."

RECITALS

A. The Parties entered into that certain SaaS Services Agreement dated March 4, 2022 (the "Agreement"), for the Company to provide hosted software for the administration and management of the Customer's two (2) purchased programs and four (4) User Subscriptions (Administrator Licenses).

B. The Parties executed the Second Amendment to the Agreement on July 1, 2023, to: (i) add an additional program, the Additional Dwelling Unit Program; (ii) add one (1) User Subscription; (iii) increase compensation; and (iv) update the Service Level Terms.

C. The Parties executed the Third Amendment to the Agreement on March 1, 2024, to: (i) add three (3) programs; (ii) add three (3) User Subscriptions; (iii) revise Section 4.2 of the Agreement; and (iv) increase compensation for the additional services.

D. The Parties executed the Fourth Amendment to the Agreement on April 24, 2025, to: (i) increase the contract maximum to Twenty-Nine Thousand Two Hundred Dollars ($29,200.00); (ii) expand the scope to include one (1) additional program; and (iii) add one (1) User Subscription.

E. The Parties wish to amend the Agreement through this Fifth Amendment to (i) establish pricing for the 2026–2027 renewal term as set forth in Attachment A and (ii) add a program, the Multifamily Program. There are no changes to the contract maximum.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Renewal Term Pricing. The Agreement shall continue in effect pursuant to its existing auto-renewal provisions. The fees applicable to the 2026–2027 renewal term are set forth in Attachment A, which is incorporated herein by reference.

2. Additional Program. The Multifamily Program is hereby added to Exhibit A of the Agreement, as previously amended.

3. Compensation. In consideration of the Additional Program and continued provision of the

Services, Customer shall pay the fees set forth in Attachment A. Attachment A is hereby incorporated into and made part of the Agreement and amends Exhibit D (as previously amended). In the event of any conflict, Attachment A shall control with respect to pricing.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year provided below:

BENEVATE, LLC

By: J. Jason Rusnak

Name: J. Jason Rusnak

Title: President, Benevate, LLC

Date: 6/9/2026

COUNTY OF NAPA

By: _____

Name: Amber Manfree

Title: Chair of the Board of Supervisors

Date: _____

APPROVED AS TO FORM
Office of County Counsel
By: *S. Darbinian*
Date: June 3, 2026

Neighborly Software

HCD - Add Program - County of Napa, CA (515)

County of Napa, CA-CORE
942 Imola Avenue West, #101
Napa, CA 94559
United States

Reference: 20260115-151158543
Quote created: January 15, 2026
Quote expires: May 15, 2026
Quote created by: Shanika Forbes

shanika.forbes@neighborlysoftware.com

Emily Moyer
emma.moyer@countyofnapa.org
(707)259-8679

Comments from Shanika Forbes

For the implementation of the Multi Family Housing Project

Total: $4,000

Products & Services

Item & Description	Quantity	Unit Price	Total
HCD - Program Implementation (Includes User Training) One-time fee for program implementation. Includes system configuration, program design, and user training.	1	$4,000.00	$4,000.00

One-time subtotal	$4,000.00
Total	**$4,000.00**
Total contract value	**$4,000.00**

Billing Terms

- **Subscription Fees** are invoiced **annually, in advance**.
- **One-Time Fees** are **invoiced upon acceptance of this quote**.

Acceptance of this quote constitutes agreement to these terms and any governing master or subscription agreement in effect between the parties.

Services will be scheduled and placed in the implementation queue upon acceptance of the quote and receipt of any required payment and executed agreements, as applicable. Estimated timelines will be communicated following confirmation. Renewal pricing will be subject to the governing master or subscription agreement in effect between the parties.

Questions? Contact me

Shanika Forbes
shanika.forbes@neighborlysoftware.com

Benevate LLC
3423 Piedmont Rd
Suite 420
Atlanta, GA 30305
US

Neighborly Software

2026 Renewal - County of Napa, CA (515)

County of Napa, CA-CORE
942 Imola Avenue West, #101
Napa, CA 94559
United States

Emily Moyer
emma.moyer@countyofnapa.org
(707)259-8679

Reference: 20260319-185336636
Quote created: March 19, 2026
Quote expires: July 17, 2026
Quote created by: Shanika Forbes

shanika.forbes@neighborlysoftware.com

Comments from Shanika Forbes

Your HCD- User Subscription Fee invoice for the term starting 07/01/2026 and ending 06/30/2027.

10 licenses x $2,580 per license

Total License Count: 10

Products & Services

Item & Description	Quantity	Unit Price	Total
HCD- User Subscription Fee Annual subscription fee per user in the HCD portal.	10	$2,580.00 / year	$25,800.00 / year
		Annual subtotal	$25,800.00
		Total	**$25,800.00**
		Total contract value	**$25,800.00**

Billing Terms

- **Subscription Fees** are invoiced **annually, in advance**.
- **One-Time Fees** are **invoiced upon acceptance of this quote**.

Acceptance of this quote constitutes agreement to these terms and any governing master or subscription agreement in effect between the parties.

Services will be scheduled and placed in the implementation queue upon acceptance of the quote and receipt of any required payment and executed agreements, as applicable. Estimated timelines will be communicated following confirmation. Renewal pricing will be subject to the governing master or subscription agreement in effect between the parties.

Questions? Contact me

Shanika Forbes
shanika.forbes@neighborlysoftware.com

Benevate LLC
3423 Piedmont Rd
Suite 420
Atlanta, GA 30305
US

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1265

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: County Service Area No. 4 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for County Service Area No 4 (CSA No.4) for Fiscal Year 2026-27, with total financing uses of $1,687,253. (Fiscal Impact: Establishes budget appropriations of $715,220; County Service Area No. 4; Discretionary)

BACKGROUND

A public hearing was opened for the County Service Area No. 4 (CSA No. 4) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $1,687,253.

Requested Action: Adopt a resolution Adopting the Recommended Budget for County Service Area No. 4 for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the CSA will not have spending authority for fiscal year 2026-27.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR COUNTY SERVICE AREA NO. 4 FOR FISCAL YEAR 2026-2027

WHEREAS, California Government Code section 25214 requires the Board of Supervisors to adopt an annual budget for each County Service Area located within the county pursuant to Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the California Government Code; and

WHEREAS, in accordance with California Government Code sections 29000 through 29093, the Napa County Board of Supervisors (the "Board") is required to adopt the 2026-2027 fiscal year budget for County Service Area No. 4 no later than October 2, 2026, and thereafter the Napa County Auditor must file the budget with the Clerk of the Board and the California State Controller no later than December 1, 2026; and

WHEREAS, on May 21, 2026, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of County Service Area No. 4 for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or about May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for County Service Area No. 4 for fiscal year 2026-2027.

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearing(s), is hereby adopted as the budget of County Service Area No. 4 for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance for fiscal year 2026-2027 is as follows:

Fund 2810 County Service Area No. 4 $1,687,253

4. Pursuant to California Government Code Section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing(s) for County Service Area No. 4 will be presented by the Chief Executive Officer to the Board of Supervisors for approval.

6. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for County Service Area No. 4 for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2026.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 23rd day of June 2026 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1260

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Table and Index of Classes, the Departmental Allocation List for the Auditor-Controller's Office and Human Resources, a Division of the County Executive Office

RECOMMENDATION

Adopt a Resolution amending the Table and Index of Classes, the Departmental Allocation List for the Auditor-Controller's Office, and Human Resources, a Division of the County Executive Office, and appropriate personnel policies. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary)

BACKGROUND

Due to the upcoming retirement of an incumbent in a key management position, the Auditor-Controller's Office's organizational structure was reviewed and restructuring is recommended. This change deletes 4.0 FTE positions (1.0 FTE Deputy Auditor-Controller, 2.0 FTE Senior Accountant-Auditor, and 1.0 FTE Property Tax Specialist) and adds 3.0 FTE Staff Services Managers. Human Resources concurs with this structure, which will prompt a department promotional recruitment.

Additionally, in April 2026 Risk Management services were consolidated within Human Resources. A new 1.0 FTE Deputy Chief Human Resources - Risk Officer is required to lead the program.

These actions result in a net-zero FTE increase, take effect next fiscal year, and are cost-neutral.

Requested Action:

Amend the Table and Index of Classes, the Department Allocation List for the Auditor-Controller's Office by deleting 1.0 FTE Deputy Auditor-Controller, 2.0 FTE Senior Accountant-Auditor, 1.0 FTE Property Tax Specialist, and adding 3.0 FTE Staff Services Manager, the Department Allocation List for Human Resources, a Division of the County Executive Office by adding 1.0 FTE Deputy Chief Human Resources - Risk Officer,

and appropriate personnel policies, effective July 18, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Reorganization.
Is the general fund affected?	Yes
Future fiscal impact:	The future fiscal impact is cost neutral, any increase in salary and benefits will be budgeted for accordingly.
Consequences if not approved:	The reorganization of the Auditor-Controller's Office will not occur resulting in organizational inefficiency, and there would be a lack of a key management position for the County's Risk Management program.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

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. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES, THE DEPARTMENTAL ALLOCATION LIST FOR THE AUDITOR-CONTROLLER'S OFFICE AND HUMAN RESOURCES, A DIVISION OF THE COUNTY EXECUTIVE OFFICE, AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE JULY 18, 2026

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, Napa County Code section 2.100.270 provides that the "Table and Index" may be amended by Board of Supervisors resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes, the Departmental Allocation List for the Auditor-Controller's Office and Human Resources, a Division of the County Executive Office, and appropriate personnel policies, be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective July 18, 2026, the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes, the Departmental Allocation List for the Auditor-Controller's Office and Human Resources, a Division of the County Executive Office, and appropriate personnel policies, as set forth in Exhibit "A."

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 23rd day of June, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: June 2, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective July 18, 2026:

1. Amend the Table and Index of Classes, as follows:

Add:

a. Deputy Chief Human Resources Officer – Risk Officer (CNCO 349)
$77.08 - $93.52 (approximate hourly rate)

Delete:

a. Risk & Emergency Services Manager (CNCO 349)
$77.08 - $93.52 (approximate hourly rate)

2. Amend the Departmental Allocation List as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
Auditor-Controller	1100000	1010074	Deputy Auditor-Controller	7/18/2026	-1.0
Auditor-Controller	1100000	TBD*	Senior Accountant-Auditor	7/18/2026	-1.0
Auditor-Controller	1100000	NEW	Staff Services Manager	7/18/2026	+1.0
Auditor-Controller	1100000	TBD*	Senior Accountant-Auditor	7/18/2026	-1.0
Auditor-Controller	1100000	NEW	Staff Services Manager	7/18/2026	+1.0
Auditor-Controller	1100000	TBD*	Property Tax Specialist	7/18/2026	-1.0
Auditor-Controller	1100000	NEW	Staff Services Manager	7/18/2026	+1.0
Human Resources	1022000	NEW	Deputy Chief Human Resources Officer – Risk Officer	7/18/2026	+1.0

*Delete selected Position Control Number upon subsequent vacancy after recruitment.

3. Amend Part I: Section 37C-3 of the Napa County Policy Manual, Management Compensation Plan – Non-Classified (Other), by deleting Risk & Emergency Services Manager from and adding Deputy Chief Human Resources Officer – Risk Officer to Attachment 1, Part A.

Revised February 24, 2009; Resolution 09-21
Revised: April 14, 2009; Resolution 09-37 and Resolution 09-38
Revised: April 28, 2009; Resolution 09-52
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
Revised: March 16, 2012; Resolution 2012-23
Revised: September 14, 2010; Resolution 2010-114
Revised: June 21, 2011(eff 6-25-11); Resolution 2011-67
Revised: March 30, 2012; Resolution 2012-27
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 1-7-13); Resolution 2012-167
Revised February 5, 2013; Resolution 2013-11
Revised April 16, 2013 (eff 4-27-13); Resolution 2013-34
Revised May 14, 2013 (eff 5-25-13); Resolution 2013-49
Revised September 24, 2013 (eff 9-28-13); Resolution 2013-112
Revised December 17, 2013 (eff 12-21-13); Resolution 2013-156
Revised April 1, 2014, Resolution 2014-28
Revised April 8, 2014; Resolution 2014-31
Revised May 6, 2014 (eff 5-10-14); Resolution 2014-49
Revised July 22, 2014 (eff 8-2-14); Resolution 2014-86
Revised September 16, 2014 (eff 9-13-14); Resolution 2014-08
Revised 12-16-14 (eff 1-1-15); Resolution 2014-155
Revised 3-24-15 (eff 3-28-15); Resolution 2015-38
Revised 4-14-15 (eff 4-25-15); Resolution 2015-47
Revised 9-13-16 (eff 9-24-16); Resolution 2016-125
Revised 11-8-16 (eff 11-19-16); Resolution 2016-163
Revised 1-31-17 (eff 2-11-17); Resolution 2017-25
Revised 3-7-17 (eff 3-11-17); Resolution 2017-38
Revised 3-7-17 (eff 5-6-17); Resolution 2017-43
Revised 3-21-17 (eff 3-25-17); Resolution 2017-55
Revised 5-16-17 (eff 5-20-17); Resolution 2017-74
Revised 9-26-17 (eff 7-1-17); Resolution 2017-159
Revised 12-5-17 (eff 12-16-17; Resolution 2017-185
Revised 12-19-17 (eff 12-30-17); Resolution 2017-194
Revised 6-5-18 (eff 6-16-18); Resolution 2018-71
Revised 6-5-18 (eff 6-2-18); Resolution 2018-75
Revised 6-19-18 (eff 6-30-18); Resolution 2018-83
Revised 7-24-18 (eff 7-24-18); Resolution 2018-99
Revised 12-4-18 (eff 12-4-18); Resolution 2018-159
Revised 12-18-18 (eff 12-29-18); Resolution 2018-165
Revised 12-18-18 (eff 12-1-18); Resolution 2018-167
Revised 1-8-19 (eff 1-12-19); Resolution 2019-02
Revised 1-15-19 (eff 1-15-19); Resolution 2019-09
Revised 10-15-19 (eff 11-2-19); Resolution 2019-128
Revised 3-10-20 (eff 2-11-20); Resolution 2020-30
Revised 5-4-21 (eff 5-4-21); Resolution 2021-45
Revised 11-8-22 (eff 11-12-22); Resolution 2022-159
Revised 5-21-24 (eff 5-25-24) ; Resolution 2024-49
Revised 6-25-2024 (eff 7-6-24); Resolution 2024-71
Revised 12-17-24 (eff 12-21-24); Resolution 2024-138
Revised 3-25-25 (eff 3-29-25); Resolution 2025-25
Revised 1-13-26 (eff 1-17-26); Resolution 2026-01
Revised 3-24-26; Resolution 2026-21
Revised 4-28-26 (eff 5-9-26); Resolution 2026-31 & 2026-32
Revised 6-23-26 (eff 7-18-26); Resolution 2026-##

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NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT NON- CLASSIFIED (OTHER)

Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Non-Classified (Other) positions. Only those County Employee positions that have been designated as Management Non-Classified (Other) by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Officer or Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Chief Human Resources Officer that the Officer or Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Non-Classified (Other): Those management positions designated by the Board of Supervisors as serving at the will of the appointing authority (Department Head or Officer or appointing board/commission) as listed in Attachment 1, Part A, Sections 1 and 2.

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered

dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Officer or Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward, or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: Napa County.

H. Plan: The Management Compensation Plan – Management Non-Classified (Other) of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Non-Classified (Other) Employees

A. Management Non-Classified (Other) Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph year is defined as fiscal year, provided, however, the Chief Human Resources Officer is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Non-Classified (Other) position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment.

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of

vacation leave must be used during that same year and the employee must have at least eighty (80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II. A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Service	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Non-Classified (Other) Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Chief Executive Officer in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II. A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the Chief Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

a) Effective July 21, 2012, any employee who was originally hired as a Management Non- Classified (Other) Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Non- Classified (Other) employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

   a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee, due to health reasons, is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

      i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7-day waiting period and coverage for up to 13 weeks.

      ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of $10,000 per month with a 90-day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

      iii. Employees must use available sick leave to coordinate with this benefit.

When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Effective January 1, 2005, Basic Term Life insurance and Accidental Death and Dismemberment group life insurance each in an amount equal to a one-time payment of the Employee's current annual salary with the premiums paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000. An Employee may purchase Supplemental Life insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

    a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

i. Employees and Officers must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b)(ii) below.

ii. Eligible Employees and Officers, who enroll in the 457 deferred compensation plan as referenced in subparagraph 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Auto Allowance/Mileage Reimbursement:

a) Auto Allowance. In the case of Management Non-Classified (Other) Employee positions listed in Part B of Attachment 1, a flat rate of $300.00 twice monthly as reimbursement for all private vehicle mileage while on official County business. Permanent assignment of an automobile will only be available to new Management Non-Classified Employees following a Board determination that such an assignment is specifically required by the emergency nature of the position.

b) Mileage Reimbursement. In the case of Management Non-Classified (Other) positions listed in Part B of Attachment 1 who receive the flat rate reimbursement, the additional right to receive mileage reimbursement at the rate paid to County Employees generally for mileage driven outside of the boundaries of Napa County.

14. Severance Pay

a) Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 1, shall be afforded the following severance benefits:

i. An Employee may not be removed from their position during the first ninety days (90) following the appointment and commencement of the first date of service of the Department Head to whom the Employee reports to. This provision shall not apply to an Employee appointed by and serving at the pleasure of a board/commission.

ii. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for three (3) biweekly pay periods. In addition, upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to seven (7) biweekly pay periods of their respective biweekly salary.

iii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein.

iv. Prior to the delivery of severance pay as described in subparagraph (a) ii. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

b) In addition, Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 2, shall be afforded the following severance benefits:

i. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for one (1) biweekly pay period. In addition, upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to one (1) biweekly pay period of their respective biweekly salary.

ii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein

iii. Prior to the delivery of severance pay as described in subparagraph (b) i. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

15. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438 in the classification of Chief Deputy Probation Officer shall receive five percent (5%) hazard premium pay.

16. Engineer in Charge Premium Pay. A Management Non-Classified (Other) Employee appointed to serve as Engineer in Charge for the Department of Public Works or the Department of Planning, Building and Environmental Services in accordance with The California State Business and Professions Code, Chapter 7, Article 3, Section 6730.2 shall receive five percent (5%) premium pay.

17. Board Certified Physician. A Management Non-Classified (Other) Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay.

18. Safety Uniform Allowance. A Management Non-Classified (Other) Employee in the classification of Undersheriff shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

19. Correctional Uniform Allowance. A Management Non-Classified (Other) Employee in the class of Assistant Director of Corrections or Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

20. CPA Premium Pay. A Management Non-Classified (Other) Employee in the classification of Assistant Auditor-Controller or Chief Fiscal Officer - HHSA who have a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate, retroactive to July 11, 2009.

21. POST Educational Incentive Pay. A Management Classified Employee in the classification of Undersheriff shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

22. Detention Services Premium. Effective the pay period which includes January 1, 2018, the Correctional Lieutenant and Assistant Director of Corrections classifications shall receive a 5% Detention Services Premium.

B. Retired Management Non-Classified (Other) Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay. This is in addition to any severance that may be payable pursuant to paragraph 15 of Part II.A of the Plan.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

b) Dental and vision coverage for the retired member and dependents.

c) Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Non-Classified (Other) Employees under paragraphs 4 and 5 of Part II.B. of this Plan are subject to the following provisions:

a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the Employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Non-Classified (Other) Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health plan offered by the County in whatever manner the County determines will result in continual coverage.

c) Reimbursement provided under paragraphs 4 or 5 of Part II.B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B Premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5

of Part II. B., means that an Employee has both separated from active permanent service with the County and has filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

f) To the extent that any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

a) A Management Non-Classified (Other) Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employee must have at least 120 hours of sick leave at retirement. An Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one- dependent health coverage (in an amount up to the then current single-party- plus-one rate for health or dental plan most commonly enrolled in by active employees).

b) This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5 of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single- party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Non- Classified (Other)

position).

b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment
1 Part A

MANAGEMENT COMPENSATION PLAN-MANAGEMENT NON-CLASSIFIED (OTHER) ELIGIBILITY LIST

MANAGEMENT NON-CLASSIFIED (OTHER) CLASSES

Section 1:
Assistant Auditor-Controller
Assistant Chief Probation Officer
Assistant Compliance and Privacy Officer
Assistant Director of HHSA
Assistant Director of Child Support Services
Assistant Director of Corrections
Assistant Director of Library Services
Assistant Director of Planning, Building and Environmental Services
Assistant District Attorney
Assistant Fire Administrator

Chief Deputy Director of HHS
Chief Fiscal Officer - HHSA

Deputy Director of Planning, Building, and Environmental Services – "At-Will"

Undersheriff

Section 2:
Airport Manager▲
Animal Shelter Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures▲
Assistant Chief Human Resources Officer
Assistant Compliance & Privacy Officer
Assistant County Counsel
Assistant Deputy Director of Behavioral Health
Assistant Public Defender
Assistant Treasurer-Tax Collector

Chief Appraiser
Chief Building Official
Chief Deputy County Counsel
Chief Deputy District Attorney

Chief Deputy Probation Officer
Chief Deputy Public Defender
Chief Fiscal Officer- HHSA
Clerk of the Board
Code Compliance Manager
Communication and PIO
Concessions Manager – Lake Berryessa
Compliance and Privacy Officer
Correctional Lieutenant ●
County Surveyor

Deputy Chief Technology Officer – Applications and Development
Deputy Chief Technology Officer – Infrastructure and Operations
Deputy County Counsel I*****
Deputy County Counsel II*****
Deputy County Counsel III*****
Deputy County Counsel IV*****
Deputy Chief Executive Officer – Chief Budget Officer
Deputy Chief Executive Officer – Chief Communications Officer
Deputy Chief Human Resources Officer – Risk Officer
Deputy Director, Employment and Compensation
Deputy Director, Labor Relations
Deputy Director of HHSA – Administrative Services
Deputy Director of HHSA – Administrator of Alcohol and Drug Programs
Deputy Director of HHSA – Comprehensive Services for Older Adults ♦
Deputy Director of HHSA – Child Welfare Services Director ♦
Deputy Director of HHSA – Behavioral Health Director
Deputy Director of HHSA – Public Health Officer Deputy
Director of HHSA – Self Sufficiency Services ♦ Deputy
Director of Public Works – County Engineering
Deputy Director of Public Works – Flood Control and Water Resources
Deputy Director of Public Works – General Services

Elections Services Manager▲
Emergency Services Officer
Engineering Manager

Fire Marshal
Fleet Manager - "At Will"

Information Systems Manager

LAFCO Assistant Executive Officer
Lead Deputy County Counsel

Management Analyst I**
Management Analyst II**

Park and Open Space Program
Manager**** Planning Manager
Principal Management Analyst
Probation Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Probation Services Manager (Positions filled prior to May 9, 2026 will remain designated as Management Classified)
Public Works Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Risk & Emergency Services Manager

Senior Management Analyst
Sheriff's Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Sheriff's Public Information/Outreach Officer
Solid Waste Program Manager▲
Staff Assistant I - BOS
Staff Assistant II - BOS

Training and Organizational Development Officer
Treasury Manager

Victim Witness Program Manager

* This position is appointed by and serves at the pleasure of a board/commission.

** Any Management I/II/Senior/Principal Analyst position filled on or after July 16, 2005, shall be designated Management Non-Classified (Other).

*** Vacant positions that are filled on or after February 27, 2007 will be designated as "At Will" Management Non-Classified (Other)

**** Positions filled on or after May 31, 2008 will be designated as "At-Will" Management Non-Classified (Other)

***** Positions filled prior to February 27, 2007, will remain Management Classified but positions filled on or after February 27, 2007, including internal promotions to the Deputy County Counsel IV, Chief Deputy County Counsel and Assistant County Counsel levels, will be designated as "at will" Management Non-Classified (Other).

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non- Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non- Classified (Other).

♦ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015.

APPENDIX TO MANAGEMENT COMPENSATION PLANS
NAPA COUNTY POLICIES 37C1-C5

I. Scope

The Management compensation plans set forth fringe benefits for Management, Confidential and Unrepresented employees. This Appendix sets forth additional fringe benefits for Management Compensation Plans 37C 1-5 effective January 1, 2016. These additional fringe benefits are not an exclusive list of fringe benefits that Management, Confidential and Unrepresented employees may be entitled to.

II. Definitions

1. Hazard Pay:

   Any manager of the Environmental Health Division of the Planning, Building and Environmental Services Department that: (1) are trained to the Hazardous Materials Specialist level per 29 CFR 1910.120(q)(6)(iv), (2) possess a Hazardous Materials Technician certification, per 29 CFR 1910.210(q)(6)(iii), and (3) possess a current 40-hour OSHA HAZWOPER certification, shall receive $150 per month. Costs of training and certification under this section shall be paid by County.

2. Longevity Pay:

   Full-time permanent employees with continuous years of County service (including employees reinstated under Article 50.0(Reinstatement of Benefits)) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

   (a) Upon completion of five (5) years, a $250 one-time lump sum payment.

   (b) Upon completion of ten (10) years, a $500 one-time lump sum payment.

   (c) Upon completion of fifteen (15) years, a $1,000 one-time lump sum payment.

   (d) Upon completion of twenty (20) years, a $1,500 one-time lump sum

payment.

(e) Upon completion of twenty-five (25) years, a $2,000 one-time lump sum payment.

(f) Upon completion of thirty (30) years, a $3,000 one-time lump sum payment.

Part-time permanent employees will receive these longevity payments on a pro-rated basis. As soon as administratively feasible following ratification of this MOU, employees shall be entitled to a single one-time lump sum payment based upon their continuous years of County service at the furthest milestone (i.e., (a), (b), (c), (d), (e), or (f) above) achieved. Any employee with at least five (5) and less than ten (10) years of County employment will receive the $250 payment and any employee with thirty (30) years or more of service will receive the $3,000 payment as part of implementation of the 2022-2024 MOU.

3. Bilingual Pay:

Employees qualifying for payment under County's bilingual pay plan shall receive the following pay per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time. Employees on extended State or Federal leaves of absence are not eligible to receive this pay while on a leave.

(a) Level I - $100 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

(b) Level II - $180 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.

4. Out-of-Class Assignment:

Employees should not be regularly assigned duties of a higher classification. If an employee in a lower classification assumes a majority of the duties of a higher job classification, then the provisions of this section should be followed.

(a) Except in the case of an unexpected absence, an out-of-class assignment shall normally be made in writing in advance of the commencement of the assignment by the Department Head or designee, and shall include an explanation why the employee is qualified for the assignment

(b) Employees shall receive five percent (5%) above their standard hourly rate for all hours worked in an out-of-class assignment.

(c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status; an employee must be assigned to an out-of-class assignment for a minimum of ten (10) consecutive workdays to receive the payment set forth in this subsection when the employee is on vacation or sick leave.

(d) An employee who separates from service while in an out-of-class assignment shall receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

5. Uniform Allowance:

Napa County Department of Corrections

Employees in the following classifications shall receive the following amounts per year for uniform allowance:

(a) Correctional Lieutenant, Assistant Director of Corrections and Director of Corrections: $900

Payment of Uniform Allowance

Employees covered in 40.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the employee was in a paid status and was not on sick leave for more than 75% of the work hours.

Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office.

(a) Non-sworn employees in the Technical Services and Civil Divisions of

the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of four (4) black polo shirts with the Sheriff's star and employee's name embroidered on the shirts.

(b) The Sheriff's Office will replace the shirts as needed when they become worn, damaged or if the items can no longer be worn

due to pregnancy or weight gain or loss.

Napa County Sheriff and District Attorney's Offices Sworn Management

All Napa County Sheriff's Department or District Attorney's Office safety management required to maintain a uniform shall receive an annual uniform allowance payable and distributed over 24 pay periods. The annual uniform allowance is one thousand two hundred dollars ($1,200) paid at $50.00 per pay period. The payment shall be paid as specified above unless such employees have been absent from work due to a work-related illness or injury or leave without pay. If an employee has been absent from work due to a work related illness or injury or leave without pay, the County shall pay the employee only that percentage of the uniform allowance which is equivalent to the percentage of time the employee worked or was in a paid status during the six month payment period provided, that if an employee worked or was in a paid status for ninety percent (90%) or more of the time during a six (6) month pay period, the County shall pay the employee one hundred percent (100%) of the uniform allowance.

(a) The County will provide reasonable monetary reimbursement for any damaged clothing to law enforcement (safety) employees in the Sheriff's Office or District Attorney's Office. The damage must have resulted in the course of employment with the County. The damage and cost replacement must be verified by the respective Department Head or designated representative.

6. Probation Management Hazard Safety Premium Pay:

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

III. Policy

In addition to all other fringe benefits for elected officers, Managers, confidential and unrepresented employees outlined in Napa County Policy 37C Sections 1-5, Hazard Pay, Longevity Pay, Bilingual Pay, Temporary Upgrade Pay and Uniform Allowance and Probation Management Safety Hazard Premium are fringe benefits available to employees covered in Napa County Policy 37C Sections 1-5 effective January 1, 2016.

Revised February 24, 2009; Resolution 09-21
Revised: April 14, 2009; Resolution 09-37 and Resolution 09-38
Revised: April 28, 2009; Resolution 09-52
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
Revised: March 16, 2012; Resolution 2012-23
Revised: September 14, 2010; Resolution 2010-114
Revised: June 21, 2011(eff 6-25-11); Resolution 2011-67
Revised: March 30, 2012; Resolution 2012-27
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 1-7-13); Resolution 2012-167
Revised February 5, 2013; Resolution 2013-11
Revised April 16, 2013 (eff 4-27-13); Resolution 2013-34
Revised May 14, 2013 (eff 5-25-13); Resolution 2013-49
Revised September 24, 2013 (eff 9-28-13); Resolution 2013-112
Revised December 17, 2013 (eff 12-21-13); Resolution 2013-156
Revised April 1, 2014, Resolution 2014-28
Revised April 8, 2014; Resolution 2014-31
Revised May 6, 2014 (eff 5-10-14); Resolution 2014-49
Revised July 22, 2014 (eff 8-2-14); Resolution 2014-86
Revised September 16, 2014 (eff 9-13-14); Resolution 2014-08
Revised 12-16-14 (eff 1-1-15); Resolution 2014-155
Revised 3-24-15 (eff 3-28-15); Resolution 2015-38
Revised 4-14-15 (eff 4-25-15); Resolution 2015-47
Revised 9-13-16 (eff 9-24-16); Resolution 2016-125
Revised 11-8-16 (eff 11-19-16); Resolution 2016-163
Revised 1-31-17 (eff 2-11-17); Resolution 2017-25
Revised 3-7-17 (eff 3-11-17); Resolution 2017-38
Revised 3-7-17 (eff 5-6-17); Resolution 2017-43
Revised 3-21-17 (eff 3-25-17); Resolution 2017-55
Revised 5-16-17 (eff 5-20-17); Resolution 2017-74
Revised 9-26-17 (eff 7-1-17); Resolution 2017-159
Revised 12-5-17 (eff 12-16-17; Resolution 2017-185
Revised 12-19-17 (eff 12-30-17); Resolution 2017-194
Revised 6-5-18 (eff 6-16-18); Resolution 2018-71
Revised 6-5-18 (eff 6-2-18); Resolution 2018-75
Revised 6-19-18 (eff 6-30-18); Resolution 2018-83
Revised 7-24-18 (eff 7-24-18); Resolution 2018-99
Revised 12-4-18 (eff 12-4-18); Resolution 2018-159
Revised 12-18-18 (eff 12-29-18); Resolution 2018-165
Revised 12-18-18 (eff 12-1-18); Resolution 2018-167
Revised 1-8-19 (eff 1-12-19); Resolution 2019-02
Revised 1-15-19 (eff 1-15-19); Resolution 2019-09
Revised 10-15-19 (eff 11-2-19); Resolution 2019-128
Revised 3-10-20 (eff 2-11-20); Resolution 2020-30
Revised 5-4-21 (eff 5-4-21); Resolution 2021-45
Revised 11-8-22 (eff 11-12-22); Resolution 2022-159
Revised 5-21-24 (eff 5-25-24) ; Resolution 2024-49
Revised 6-25-2024 (eff 7-6-24); Resolution 2024-71
Revised 12-17-24 (eff 12-21-24); Resolution 2024-138
Revised 3-25-25 (eff 3-29-25); Resolution 2025-25
Revised 1-13-26 (eff 1-17-26); Resolution 2026-01
Revised 3-24-26; Resolution 2026-21
Revised 4-28-26 (eff 5-9-26); Resolution 2026-31 & 2026-32
Revised 6-23-26 (eff 7-18-26); Resolution 2026-##

NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT NON- CLASSIFIED (OTHER)

Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Non-Classified (Other) positions. Only those County Employee positions that have been designated as Management Non-Classified (Other) by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Officer or Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Chief Human Resources Officer that the Officer or Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Non-Classified (Other): Those management positions designated by the Board of Supervisors as serving at the will of the appointing authority (Department Head or Officer or appointing board/commission) as listed in Attachment 1, Part A, Sections 1 and 2.

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Officer or Employee has selected. "Child" or "Children" means a biological, adopted or

foster child, a stepchild, a legal ward, or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: Napa County.

H. Plan: The Management Compensation Plan – Management Non-Classified (Other) of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Non-Classified (Other) Employees

A. Management Non-Classified (Other) Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph year is defined as fiscal year, provided, however, the Chief Human Resources Officer is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Non-Classified (Other) position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment.

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty (80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an

additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II. A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Service	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Non-Classified (Other) Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Chief Executive Officer in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II. A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the Chief Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   a) Effective July 21, 2012, any employee who was originally hired as a Management Non- Classified (Other) Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Non- Classified (Other) employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the

appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

   a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee, due to health reasons, is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

      i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7-day waiting period and coverage for up to 13 weeks.

      ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
      $10,000 per month with a 90-day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

      iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Effective January 1, 2005, Basic Term Life insurance and Accidental Death and Dismemberment group life insurance each in an amount equal to a one-time payment of the Employee's current annual salary with the premiums paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000. An Employee may purchase Supplemental Life insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

    a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

    b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

        i. Employees and Officers must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b)(ii) below.

        ii. Eligible Employees and Officers, who enroll in the 457 deferred compensation plan as referenced in subparagraph 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an

employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Auto Allowance/Mileage Reimbursement:

a) Auto Allowance. In the case of Management Non-Classified (Other) Employee positions listed in Part B of Attachment 1, a flat rate of $300.00 twice monthly as reimbursement for all private vehicle mileage while on official County business. Permanent assignment of an automobile will only be available to new Management Non-Classified Employees following a Board determination that such an assignment is specifically required by the emergency nature of the position.

b) Mileage Reimbursement. In the case of Management Non-Classified (Other) positions listed in Part B of Attachment 1 who receive the flat rate reimbursement, the additional right to receive mileage reimbursement at the rate paid to County Employees generally for mileage driven outside of the boundaries of Napa County.

14. Severance Pay

a) Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 1, shall be afforded the following severance benefits:

i. An Employee may not be removed from their position during the first ninety days (90) following the appointment and commencement of the first date of service of the Department Head to whom the Employee reports to. This provision shall not apply to an Employee appointed by and serving at the pleasure of a board/commission.

ii. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for three (3) biweekly pay periods. In addition, upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to seven (7) biweekly pay periods of their respective biweekly salary.

iii. This subparagraph applies where separation occurs due to

termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein.

iv. Prior to the delivery of severance pay as described in subparagraph (a) ii. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

b) In addition, Management Non-Classified (Other) Employees listed in Attachment 1, Part A, Section 2, shall be afforded the following severance benefits:

i. If one year of service has been completed in a Management Non-Classified (Other) position, the Employee will receive a sum equal to their salary for one (1) biweekly pay period. In addition, upon completion of not less than two years of service in a Management Non-Classified (Other) position, the Employee shall receive an additional sum equal to one (1) biweekly pay period of their respective biweekly salary.

ii. This subparagraph applies where separation occurs due to termination or resignation in lieu of termination. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of their duties. A Management Non-Classified Employee who is terminated or resigns in lieu of termination, in accordance with the terms of this subsection, and elects to retire immediately following separation is eligible for severance pay provided herein

iii. Prior to the delivery of severance pay as described in subparagraph (b) i. and as a condition to an Employee's receipt of such severance, such Employee shall execute and deliver to County a release (provided by the County Counsel or in a form and content acceptable to the County Counsel), effective as of the date of separation, releasing the County, Board of Supervisors, its Officers, Employees and agents from all claims the Employee may have against the County, the Board, its Officers, Employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition.

15. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438 in the classification of Chief Deputy Probation Officer shall receive five percent (5%) hazard premium pay.

16. Engineer in Charge Premium Pay. A Management Non-Classified (Other) Employee appointed to serve as Engineer in Charge for the Department of Public Works or the Department of Planning, Building and Environmental Services in accordance with The California State Business and Professions Code, Chapter 7, Article 3, Section 6730.2 shall receive five percent (5%) premium pay.

17. Board Certified Physician. A Management Non-Classified (Other) Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay.

18. Safety Uniform Allowance. A Management Non-Classified (Other) Employee in the classification of Undersheriff shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

19. Correctional Uniform Allowance. A Management Non-Classified (Other) Employee in the class of Assistant Director of Corrections or Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

20. CPA Premium Pay. A Management Non-Classified (Other) Employee in the classification of Assistant Auditor-Controller or Chief Fiscal Officer - HHSA who have

a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate, retroactive to July 11, 2009.

21. POST Educational Incentive Pay. A Management Classified Employee in the classification of Undersheriff shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

22. Detention Services Premium. Effective the pay period which includes January 1, 2018, the Correctional Lieutenant and Assistant Director of Corrections classifications shall receive a 5% Detention Services Premium.

B. Retired Management Non-Classified (Other) Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay. This is in addition to any severance that may be payable pursuant to paragraph 15 of Part II.A of the Plan.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

   b) Dental and vision coverage for the retired member and dependents.

   c) Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Non-Classified (Other) Employees under paragraphs 4 and 5 of Part II.B. of this Plan are subject to the following provisions:

   a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

   b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active

permanent service with the County; with the exception that the Employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Non-Classified (Other) Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health plan offered by the County in whatever manner the County determines will result in continual coverage.

c) Reimbursement provided under paragraphs 4 or 5 of Part II.B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B Premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means that an Employee has both separated from active permanent service with the County and has filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

f) To the extent that any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

a) A Management Non-Classified (Other) Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employee must have at least 120 hours of sick leave at retirement. An Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for

the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one- dependent health coverage (in an amount up to the then current single-party- plus-one rate for health or dental plan most commonly enrolled in by active employees).

b) This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5 of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single- party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Non- Classified (Other) position).

b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN-MANAGEMENT NON-CLASSIFIED (OTHER) ELIGIBILITY LIST

MANAGEMENT NON-CLASSIFIED (OTHER) CLASSES

Section 1:

Assistant Auditor-Controller
Assistant Chief Probation Officer
Assistant Compliance and Privacy Officer
Assistant Director of HHSA
Assistant Director of Child Support Services
Assistant Director of Corrections
Assistant Director of Library Services
Assistant Director of Planning, Building and Environmental Services
Assistant District Attorney
Assistant Fire Administrator

Chief Deputy Director of
HHS Chief Fiscal Officer -
HHSA

Deputy Director of Planning, Building, and Environmental Services – "At-Will"

Undersheriff

Section 2:

Airport Manager▲
Animal Shelter Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures▲
Assistant Chief Human Resources Officer
Assistant Compliance & Privacy Officer
Assistant County Counsel
Assistant Deputy Director of Behavioral Health
Assistant Public Defender
Assistant Treasurer-Tax Collector

Chief Appraiser
Chief Building Official
Chief Deputy County Counsel
Chief Deputy District Attorney

Chief Deputy Probation
Officer Chief Deputy Public
Defender Chief Fiscal
Officer- HHSA Clerk of the
Board
Code Compliance Manager
Communication and PIO
Concessions Manager – Lake Berryessa
Compliance and Privacy Officer
Correctional Lieutenant ●
County Surveyor

Deputy Chief Technology Officer – Applications and Development
Deputy Chief Technology Officer – Infrastructure and Operations
Deputy County Counsel I*****
Deputy County Counsel II*****
Deputy County Counsel III*****
Deputy County Counsel IV*****
Deputy Chief Executive Officer – Chief Budget Officer
Deputy Chief Executive Officer – Chief Communications Officer
Deputy Chief Human Resources Officer – Risk Officer
Deputy Director, Employment and Compensation
Deputy Director, Labor Relations
Deputy Director of HHSA – Administrative Services
Deputy Director of HHSA – Administrator of Alcohol and Drug Programs Deputy Director of HHSA – Comprehensive Services for Older Adults ♦ Deputy Director of HHSA – Child Welfare Services Director ♦
Deputy Director of HHSA – Behavioral Health Director
Deputy Director of HHSA – Public Health Officer
Deputy Director of HHSA – Self Sufficiency Services ♦
Deputy Director of Public Works – County
Engineering
Deputy Director of Public Works – Flood Control and Water
Resources Deputy Director of Public Works – General Services

Elections Services Manager▲
Emergency Services Officer
Engineering Manager

Fire Marshal
Fleet Manager - "At Will"

Information Systems Manager

LAFCO Assistant Executive Officer
Lead Deputy County Counsel

Management Analyst
I** Management Analyst
II**

Park and Open Space Program
Manager**** Planning Manager
Principal Management Analyst
Probation Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Probation Services Manager (Positions filled prior to May 9, 2026 will remain designated as Management Classified)
Public Works Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Risk & Emergency Services
Manager

Senior Management Analyst
Sheriff's Administrative Manager (Positions filled prior to February 14, 2026 will remain designated as Management Classified)
Sheriff's Public Information/Outreach Officer
Solid Waste Program Manager▲
Staff Assistant I - BOS
Staff Assistant II - BOS

Training and Organizational Development
Officer Treasury Manager

Victim Witness Program Manager

* This position is appointed by and serves at the pleasure of a board/commission.

** Any Management I/II/Senior/Principal Analyst position filled on or after July 16, 2005, shall be designated Management Non-Classified (Other).

*** Vacant positions that are filled on or after February 27, 2007 will be designated as "At Will" Management Non-Classified (Other)

**** Positions filled on or after May 31, 2008 will be designated as "At-Will" Management Non-Classified (Other)

***** Positions filled prior to February 27, 2007, will remain Management Classified but positions filled on or after February 27, 2007, including internal promotions to the Deputy County Counsel IV, Chief Deputy County Counsel and Assistant County Counsel levels, will be designated as "at will" Management Non-Classified (Other).

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non- Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non- Classified (Other).

♦ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015.

APPENDIX TO MANAGEMENT COMPENSATION PLANS
NAPA COUNTY POLICIES 37C1-C5

I. Scope

The Management compensation plans set forth fringe benefits for Management, Confidential and Unrepresented employees. This Appendix sets forth additional fringe benefits for Management Compensation Plans 37C 1-5 effective January 1, 2016. These additional fringe benefits are not an exclusive list of fringe benefits that Management, Confidential and Unrepresented employees may be entitled to.

II. Definitions

1. Hazard Pay:

   Any manager of the Environmental Health Division of the Planning, Building and Environmental Services Department that: (1) are trained to the Hazardous Materials Specialist level per 29 CFR 1910.120(q)(6)(iv), (2) possess a Hazardous Materials Technician certification, per 29 CFR 1910.210(q)(6)(iii), and (3) possess a current 40-hour OSHA HAZWOPER certification, shall receive $150 per month. Costs of training and certification under this section shall be paid by County.

2. Longevity Pay:

   Full-time permanent employees with continuous years of County service (including employees reinstated under Article 50.0(Reinstatement of Benefits)) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

   (a) Upon completion of five (5) years, a $250 one-time lump sum payment.

   (b) Upon completion of ten (10) years, a $500 one-time lump sum payment.

   (c) Upon completion of fifteen (15) years, a $1,000 one-time lump sum payment.

   (d) Upon completion of twenty (20) years, a $1,500 one-time lump sum payment.

   (e) Upon completion of twenty-five (25) years, a $2,000 one-time lump sum payment.

(f) Upon completion of thirty (30) years, a $3,000 one-time lump sum payment.

Part-time permanent employees will receive these longevity payments on a pro-rated basis. As soon as administratively feasible following ratification of this MOU, employees shall be entitled to a single one-time lump sum payment based upon their continuous years of County service at the furthest milestone (i.e., (a), (b), (c), (d), (e), or (f) above) achieved. Any employee with at least five (5) and less than ten (10) years of County employment will receive the $250 payment and any employee with thirty (30) years or more of service will receive the $3,000 payment as part of implementation of the 2022-2024 MOU.

3. Bilingual Pay:

Employees qualifying for payment under County's bilingual pay plan shall receive the following pay per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time. Employees on extended State or Federal leaves of absence are not eligible to receive this pay while on a leave.

(a) Level I - $100 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

(b) Level II - $180 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.

4. Out-of-Class Assignment:

Employees should not be regularly assigned duties of a higher classification. If an employee in a lower classification assumes a majority of the duties of a higher job classification, then the provisions of this section should be followed.

(a) Except in the case of an unexpected absence, an out-of-class assignment shall normally be made in writing in advance of the commencement of the assignment by the Department Head or designee, and shall include an explanation why the employee is qualified for the assignment

(b) Employees shall receive five percent (5%) above their standard hourly rate for all hours worked in an out-of-class assignment.

(c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status; an employee must be assigned to an out-of-class assignment for a minimum of ten (10) consecutive workdays to receive the payment set forth in this subsection when the employee is on vacation or sick leave.

(d) An employee who separates from service while in an out-of-class assignment shall receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

5. Uniform Allowance:

Napa County Department of Corrections

Employees in the following classifications shall receive the following amounts per year for uniform allowance:

(a) Correctional Lieutenant, Assistant Director of Corrections and Director of Corrections: $900

Payment of Uniform Allowance

Employees covered in 40.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the employee was in a paid status and was not on sick leave for more than 75% of the work hours.

Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office.

(a) Non-sworn employees in the Technical Services and Civil Divisions of the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of four (4) black polo shirts with the Sheriff's star and employee's name embroidered on the shirts.

(b) The Sheriff's Office will replace the shirts as needed when they become worn, damaged or if the items can no longer be worn

due to pregnancy or weight gain or loss.

Napa County Sheriff and District Attorney's Offices Sworn Management

All Napa County Sheriff's Department or District Attorney's Office safety management required to maintain a uniform shall receive an annual uniform allowance payable and distributed over 24 pay periods. The annual uniform allowance is one thousand two hundred dollars ($1,200) paid at $50.00 per pay period. The payment shall be paid as specified above unless such employees have been absent from work due to a work-related illness or injury or leave without pay. If an employee has been absent from work due to a work related illness or injury or leave without pay, the County shall pay the employee only that percentage of the uniform allowance which is equivalent to the percentage of time the employee worked or was in a paid status during the six month payment period provided, that if an employee worked or was in a paid status for ninety percent (90%) or more of the time during a six (6) month pay period, the County shall pay the employee one hundred percent (100%) of the uniform allowance.

(a) The County will provide reasonable monetary reimbursement for any damaged clothing to law enforcement (safety) employees in the Sheriff's Office or District Attorney's Office. The damage must have resulted in the course of employment with the County. The damage and cost replacement must be verified by the respective Department Head or designated representative.

6. Probation Management Hazard Safety Premium Pay:

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

III. Policy

In addition to all other fringe benefits for elected officers, Managers, confidential and unrepresented employees outlined in Napa County Policy 37C Sections 1-5, Hazard Pay, Longevity Pay, Bilingual Pay, Temporary Upgrade Pay and Uniform Allowance and Probation Management Safety Hazard Premium are fringe benefits available to employees covered in Napa County Policy 37C Sections 1-5 effective January 1, 2016.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1342

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Kevin Lemieux, Principal Human Resources Analyst

SUBJECT: Resolution Approving the Total Tentative Agreement between the Napa County Probation Professionals Association and Napa County Probation Professionals Association Supervisory Unit, and Salary Increases in Fiscal Years 2026-2027, 2027-2028, 2028-2029

RECOMMENDATION

Adopt a Resolution to approve a Total Tentative Agreement with the Napa County Probation Professionals Association and Napa County Probation Professionals Association Supervisory Units for the term July 1, 2026 through June 30, 2029, and salary increases in fiscal years 2026-2027, 2027-2028, and 2028-2029. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary)

BACKGROUND

The Memoranda of Understanding (MOU) with the Napa County Probation Professionals Association (NCPPA) expires on June 30, 2026. After approximately three months of negotiations, County and Union bargaining representatives have reached a Total Tentative Agreement, which is pending ratification by NCPPA membership, and covers three years, July 1, 2026 through June 30, 2029, with all terms remaining in effect until a new agreement is ratified by members and approved by the Board of Supervisors.

The parties are finalizing the language of the complete MOU which will be presented to the Board of Supervisors at a future meeting. Some of the highlights of the new agreement follow. Further details are included in the Total Tentative Agreement which is attached as Exhibit A.

- Effective the first full pay period after the agreement is ratified, a 10.5% cost of living adjustment (COLA) over three years (4.0%, 3.5%, and 3.0%).
- Changes to language regarding the calculation of overtime.
- Increases standby pay from $2.65 per hour to $4.50 per hour. Increases standby pay on holidays and weekends from $2.90 per hour to $5.00 per hour.

- Increases Level I bilingual pay from $80 to $100 per pay period (pro-rated for part-time employees).
- Increases Level II bilingual pay from $100 to $180 per pay period (pro-rated for part-time employees).
- Adds a $400 clothing allowance each year with an additional $250 allocated for officers with clothing exposed to the shooting range environment.
- Increases deferred compensation match on January 1 of 2027 ($900), 2028 ($1,000), and 2029 ($1,100).
- Established a new section in the MOU which states that a maximum of 240 hours may be accumulated as holiday banked time off.
- Establishes the Wintertime Off program to employees in the Probation Officer classification series only.
- A side letter agreement was signed during negotiations to continue discussions regarding safety retirement.

In anticipation of the successor agreement, the Probation Department accounted for a 3.5% COLA in the Fiscal Year 26-27 budget. The .5% increase in salary and benefits (4% - 3.5%) is approximately $130,537 and will be absorbed by both Probation and Juvenile Hall through cost savings.

Requested Actions:

Adopt a Resolution to approve the Total Tentative Agreement with the Napa County Probation Professionals Association and Napa County Probation Professionals Association Supervisory Units, including salary increases in fiscal years 2026-2027, 2027-2028, and 2028-2029.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The County and the Union bargained in good faith and reached the
Is the general fund affected?	Yes
Future fiscal impact:	The cost of the tentative agreement included in this contract for July Recommended Budget for Fiscal Year 2026-2027 included an estim 2026-2027 is an additional 0.5% plus the cost of additional fringe b department through cost savings. Future increases will be budgeted
Consequences if not approved:	The County would be required to go back to the table to continue ne
Additional Informatio	County Initiative: Elevate County Service and Workfo

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. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE TOTAL TENTATIVE AGREEMENT WITH NAPA COUNTY PROBATION PROFESSIONALS' ASSOCIATION PROBATION/JUVENILLE HALL UNIT AND SUPERVISORY UNIT INCLUDING SALARY INCREASES IN FISCAL YEARS 2026-2027, 2027-2028, AND 2028-2029

WHEREAS, the Memoranda of Understanding (MOU) between Napa County (County) and Napa County Probation Professionals' Association (Union) Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees**,** expired on June 30, 2026; and

WHEREAS, negotiating teams for County and Union have been involved in the bargaining process to reach agreement on successor MOU; and

WHEREAS, the negotiating teams for County and Union reached a Total Tentative Agreement, which is attached hereto as Exhibit A; and

WHEREAS, Union membership ratified the terms of the Total Tentative Agreement; and

WHEREAS, Government Code section 25300 provides, in relevant part, 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, the Total Tentative Agreement includes a 4.0% Cost of Living (COLA) salary increase for the NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees effective the first full pay period after adoption of this Resolution; and

WHEREAS, the Total Tentative Agreement also includes a 3.5% COLA increase for the NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees effective the first full pay period in July of 2027; and

WHEREAS, the Total Tentative Agreement also includes a 3.0% COLA increase for the NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees effective the first full pay period in July of 2028; and

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the Total Tentative Agreement for the NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit Employees and directs staff to finalize the successor Memoranda of Understanding for this Board's review and approval.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Napa County Board of Supervisors hereby approves a 4.0% COLA salary increase for NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees effective the first full pay period after the Board's approval of this Resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors hereby approves a 3.5% COLA increase for NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees effective the first full pay period in July of 2027**.**

NOW THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors hereby approves a 3.0% COLA increase for NCPPA Probation/Juvenile Hall Unit employees and NCPPA Supervisory Unit employees effective the first full pay period in July of 2028**.**

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 23rd day of June 2026 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date June 16, 2026	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:_____

Napa County and NCPPA and NCPPA Supervisory Units

2026 MOU Negotiations

TOTAL TENTATIVE AGREEMENT

June 16, 2026

Below is a summary of the Tentative Agreements (TA) between Napa County and the Napa County Probation Professionals Association (NCPPA) and NCPPA's Supervisory Units. Attached are the individual signed TAs including specific language that was agreed to during negotiations. All updates will be incorporated in both the NCPPA and NCPPA Supervisory Units MOUs.

Section 1 – Term

The parties have agreed to a three-year term for this MOU, effective July 1, 2026 to June 30, 2029.

Section 8.1 – Wages

Effective the first full pay period following the ratification and adoption of this MOU, the County will increase salaries by **4.0%** for all employees in the units who have not been Y-rated.

Effective the first pull pay period in July 2027, the County will increase salaries by **3.5%** for all employees in the units who have not been Y-rated.

Effective the first full pay period in July 2028, the County will increase salaries **3.0%** for all employees in the units who have not been Y-rated.

Section 15.0 – Overtime

Changes to language regarding the calculation of overtime. Language has been added that will allow holiday time during the weeks of Thanksgiving and Christmas to be included in OT calculations for the Probation Officer series and all paid time off to be included in OT calculations for the Juvenile Hall Counselor series.

Section 17.3 – Standby Pay

Increase standby pay from $2.65 per hour to **$4.50** per hour, except for holidays and weekends, when the rate will be increased from $2.90 per hour to **$5.00** per hour.

Section 19 – Bilingual Pay

Increase Level I bilingual pay from $80 to **$100** per pay period (pro-rated for part-time employees).

Napa County and NCPPA and NCPPA Supervisory Units

2026 MOU Negotiations

TOTAL TENTATIVE AGREEMENT

June 16, 2026

Increase Level II bilingual pay from $100 to **$180** per pay period (pro-rated for part-time employees).

Section 24.3 – Clothing Allowance

While there is no mandatory uniform, in recognition of having to purchase and maintain attire that exceeds normal personal/professional clothing needs, employees will receive a **$400** clothing allowance each year. Employees required to participate in range training shall receive an additional **$250** in acknowledgement of the safety and high maintenance of clothing exposed to the range environment. Language has been included to codify current practice relating to the Chief Probation Officer's administrative authority regarding some probation employees being armed officers.

Section 25 – Deferred Compensation

Effective the first full pay period after January 1, 2027 (pursuant to IRS rules), County matches employee contributions in the 457 Deferred Compensation Retirement plan up to **$900.00** for CY 2027 in a 401 (a) plan.

Effective the first full pay period after January 1, 2028 (pursuant to IRS rules), County matches employee contributions in the 457 Deferred Compensation Retirement plan up to $**1000.00** for CY 2028 in a 401 (a) plan.

Effective the first full pay period after January 1, 2029 (pursuant to IRS rules), County matches employee contributions in the 457 Deferred Compensation Retirement plan up to **$1100.00** for CY 2029 in a 401 (a) plan.

Section 29.3 – Holiday Pay

Establish a new section in the MOU which states that a maximum of **240** hours may be accumulated as holiday banked time off.

New section – Winter Recess

The County is extending the Winter Time Off program to employees in the Probation Officer series only. Probation Officers will receive **32 hours of Winter Paid Time** to be used the workdays between December 25th and January 1st. If an employee cannot take Winter Time Off at the end of the year, the time will remain in a leave bank and must be used by the end of the current fiscal year. The section will sunset and expire at the conclusion of this MOU.

Napa County and NCPPA and NCPPA Supervisory Units

2026 MOU Negotiations

TOTAL TENTATIVE AGREEMENT

June 16, 2026

For the County:

Name

Date: 6/16/2026

For the Association:

Name Matt Goodrich

Date: 06/16/2026

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1266

TO: Members of the Governing Board

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Napa County In-Home Supportive Services Public Authority 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa County In-Home Supportive Services (IHSS) Public Authority for Fiscal Year 2026-27, with total financing uses of $1,644,025. (Fiscal Impact: Establishes budget appropriations of $1,644,025; In-Home Supportive Services Public Authority; Discretionary)

BACKGROUND

A public hearing was opened for the Napa County In-Home Supportive Services (IHSS) Public Authority fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $1,644,025.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Napa County In-Home Supportive Services Public Authority for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.

Consequences if not approved:	Without budget adoption, the Authority will not have spending authority for fiscal year 2026-27.

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 BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AS GOVERNING BOARD OF THE NAPA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY, ADOPTING THE RECOMMENDED BUDGET FOR THE PUBLIC AUTHORITY FOR FISCAL YEAR 2026-2027

WHEREAS, the Napa County In-Home Supportive Services Public Authority (hereafter "Authority") was created by ordinance (Napa County Code Title 2, Chapter 2.58) as authorized by Welfare and Institutions Code section 12301.6; and

WHEREAS, Section 2.58.130 of the Napa County Code provides in relevant part that the Authority is required to adopt its budget under the same laws, rules, and policies that control the budget process for Napa County; and

WHEREAS, notice of the availability of the budget and the date of the hearing on the budget was published on May 21, 2026, pursuant to Government Code Section 29080; and

WHEREAS, the recommended budget of the Authority for fiscal year 2026-2027 was prepared, made available for distribution, and distributed on or about May 29, 2026, according to law; and

WHEREAS, hearings were held by the Governing Board of the Authority, at the time and place designated in the published notice, to consider and discuss items of the recommended budget; and

WHEREAS, no requests or applications are on file with the Governing Board requesting further hearings, and the Governing Board has declared the hearings concluded; and

WHEREAS, it is now the time to adopt the recommended budget for the Authority for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the In-Home Supportive Services Public Authority of Napa County, State of California, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, including any changes adopted by the Governing Board during the budget hearings, is hereby adopted as the budget of the Authority for fiscal year 2026-2027, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail such approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 is as follows:

Fund 2700	**Napa County In-Home Supportive Public Authority**	**$1,644,025**

4. Pursuant to California Government Code section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations as detailed in Napa County Policy for Budgetary Control, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Authority during the budget hearing process will, prior to acquisition, be presented to the Governing Board by the Chief Director of the Authority for approval.

6. Pursuant to California Government Code section 29093, a copy of the adopted budget for fiscal year 2026-2027 shall be filed with the Secretary of the Authority and with the State Controller by the Authority's Auditor as required by law.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Governing Board of the In-Home Supportive Services Public Authority, at a regular meeting of the Authority Board held on the 23rd day of June 2026 by the following vote:

AYES:	DIRECTORS	_____
NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

_____
AMBER MANFREE, Chair of the
Governing Board of the In-Home Supportive
Services Public Authority

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1168

TO: Board of Supervisors

FROM: Meg Ragan, Chief Technology Officer - Information Technology Services

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Amendment No. 4 to Agreement 170009B with Tyler Technologies, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 170009B with Tyler Technologies, Inc., increasing the contract by $17,500 and extending the term through December 31, 2026, for consulting services, data storage, maintenance and support for the County's current customized Digital Health Department System. (Fiscal Impact: $17,500 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Digital Health Department, Inc. (DHD) formerly Garrison Enterprise, Inc. was selected through a competitive process in 2007 to provide the Environmental Health Division with a Digital Health System. On October 2, 2007, the Board approved the initial three-year agreement (A-6900) and May 10, 2011, retroactively approved a subsequent five-year agreement (A-6901) with DHD. DHD's Digital Health system is web-based and offers flexibility for online reporting to and from the public. The system also allows modern electronic inspections wherein data from the inspections is stored automatically in the system, thereby eliminating the need for time consuming hand entry. This system feeds data to existing County systems including Accela Automation and OnBase, as well as integrating with State mandated reporting systems. The maintenance includes hosting data, unlimited user's licenses for County staff and provides technical support.

On July 1, 2016, the County entered into a five-year maintenance service agreement (A-170009B) with DHD for a total of $143,415. DHD's inspection and permitting software business was subsequently acquired by Tyler Technologies as of August 2, 2017. On February 5, 2019, the County amended the agreement to recognize the transfer of ownership to Tyler Technologies and add $30,000 in consulting services to ensure completion of state-mandated inspection reports the County staff does not have the expertise to complete. On May 18, 2021, the County amended the agreement a second time for three additional years at a 5% annual increase, extending DHD maintenance through June 30, 2024, and increasing consulting services by $45,000. On July 23, 2024, the Board approved the third amendment extending the term an additional two years, with an

annual cost of $35,000 for a new maximum of $389,052.

The County would like to amend the agreement a fourth time extending the term and increasing the contract maximum. This amendment is necessary to support the Environmental Health Division's migration from the Tyler Digital Health Department (DHD) permitting system to Accela, which is scheduled to go live this summer. Extending the agreement through the end of the year will allow time to complete the transition, validate migrated data, train staff, and maintain temporary access to historical records needed to support ongoing regulatory and customer service activities.

Requested Action:

Approve and authorize Amendment No.4 to Agreement No. 170009B with Tyler Technologies, Inc., extending the term through December 31, 2026, and increasing the contract by $17,500 for a new maximum of $406,552.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Planning, Building and Environmental Services (PBES), 1702000-53415.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without the amendment, Napa County will not have the necessary maintenance and technical support services available for the migration from the Tyler Digital Health Department (DHD) permitting system to Accela.
Is the general fund affected?	Yes
Future fiscal impact:	The amendment amount of $17,500 is included in Planning, Building and Environmental Services' budget for FY26/27 and there will be no additional fiscal impacts after December 2026.
Consequences if not approved:	If the amendment is not approved, access to DHD may terminate before the migration is fully completed, limiting staff's ability to support permit services, result mandated inspections, invoice permittees, verify data, and access historical records. The extension ensures uninterrupted service to the public and a smooth transition to Accela.
Additional Information	County Strategic Initiative: Integrity & Collaboration

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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AMENDMENT NO. 4
NAPA COUNTY AGREEMENT NO. 170009B

THIS AMENDMENT NO. 4 to AGREEMENT 170009B is made and entered into as of this 1st day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TYLER TECHNOLOGIES, INC., a Delaware Corporation, whose mailing address is 5101 Tennyson Parkway, Plano, TX 75024, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and DIGITAL HEALTH DEPARTMENT, INC. entered into Napa County Agreement No. 170009B on July 1, 2016 (the "Agreement") in order to utilize a customized Digital Health Department system for COUNTY's Department of Environmental Management ("Department"); and

WHEREAS, CONTRACTOR acquired the DIGITAL HEALTH DEPARTMENT, INC. inspection and permitting software business on August 2, 2017; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on February 5, 2019 to modify the Compensation and reflect DIGITAL HEALTH DEPARTMENT, INC.'s acquisition by CONTRACTOR;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 18, 2021 to increase the compensation and update the CONTRACTOR's contact information;

WHEREAS, COUNTY and CONTRACTOR amended the agreement on July 23, 2024 to increase the compensation and extend the term;

WHEREAS, COUNTY and CONTRACTOR now desire to again amend the Agreement to increase the compensation, and revise the term;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

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

> 1. **Term of the Agreement.** The term of this agreement shall commence on July 1, 2016 and shall expire on December 31, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to

Docusign Envelope ID: 1CB819EB-6554-8A5E-83A1-A79A895D77A5

COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2" for the period beginning July 1, 2016 and ending June 30, 2024, at the rates set forth in Exhibit "1" for the period beginning July 1, 2024 and ending June 30, 2026, and at the rates set forth in Exhibit "B-4" for the period beginning July 1, 2026 and ending December 31, 2026.
(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FOUR HUNDRED SIX THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS ($406,552.00) for professional services; provided however that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually incurred.

3. Exhibit "B-4" is attached hereto and incorporated by reference herein.

4. This Amendment No. 4 of Napa County Agreement 170009B shall be effective as of the date first above written.

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

///

///

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 1CB819EB-6554-8A5E-83A1-A79A895D77A5

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

TYLER TECHNOLOGIES, INC.

By Signed by: Erik Graney 87477A6A3F374BD...
Erik Graney, Senior Corporate Attorney

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: May 22, 2026 FV Project ID: 13115334	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Exhibit "B-4"

Quoted By: Chris Harpenau
Quote Expiration: 9/13/26
Quote Name:

Sales Quotation For:
NAPA COUNTY HEALTH DEPARTMENT, CA
ANDY SZMIDT
650 IMPERIAL WAY STE 201
NAPA CA 94559-1344

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
DHD Environmental Health SaaS 7-1-26 to 12-31-26		$ 1,458	1	$ 17,500
TOTAL	**1.00**			**$ 17,500**

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Docusign Envelope ID: 1CB819EB-6554-8A5E-83A1-A79A895D77A5

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 17,500
Total Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 17,500**

County agrees that items in this sales quotation are, upon execution of Amendment No. 4 to Napa County Agreement No. 170009B, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the County;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the County (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments
SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the County.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1268

TO: Members of the Governing Board

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Lake Berryessa Resort Improvement District 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Lake Berryessa Resort Improvement District (LBRID) for Fiscal Year 2026-27, with total financing uses of $1,943,701. (Fiscal Impact: Establishes budget appropriations of $1,624,610; Lake Berryessa Resort Improvement District; Discretionary)

BACKGROUND

A public hearing was opened for the Lake Berryessa Resort Improvement District (LBRID) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $1,943,701.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Lake Berryessa Resort Improvement District for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the District will not have spending authority for fiscal year 2026-27.

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. (LBRID)_____

RESOLUTION OF THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT ADOPTING THE RECOMMENDED BUDGET OF THE DISTRICT FOR FISCAL YEAR 2026-2027

WHEREAS, the Lake Berryessa Resort Improvement District ("LBRID") is a resort improvement district organized pursuant to Public Resources Code sections 13000 et seq. (the "RID Law"); and

WHEREAS, Public Resources Code section 13031 provides that the board of supervisors is the governing body of resort improvement districts, and, unless otherwise provided by the RID Law, the provisions of the County Service Area Law (Chapter 2.5 (commencing with section 25210) of Part 2 of Division 2 of Title 3 of the Government Code) shall apply to the conduct of the business of resort improvement districts; and

WHEREAS, section 25214 of the County Service Area Law provides that an annual budget must be adopted pursuant to Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the California Government Code and there are no competing provisions relating to budget adoption in the RID Law; and

WHEREAS, in accordance with California Government Code sections 29000 through 29093, the governing board of LBRID (the "LBRID Board") is required to adopt the 2026-2027 fiscal year budget for LBRID no later than October 2, 2026, and thereafter the Napa County Auditor must file the budget with the Secretary of LBRID and the California State Controller no later than December 1, 2026; and

WHEREAS, on May 21, 2026, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of LBRID for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or about May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the LBRID Board at the time, place, and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the clerk of the LBRID Board for further hearings, the LBRID Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for LBRID for fiscal year 2026-2027.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Governing Board of the Lake Berryessa Resort Improvement District as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget of the LBRID, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including those changes adopted by the LBRID Board during the budget hearings, is hereby adopted as the budget of LBRID for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein; and

3. That total financing requirements, including increases and decreases to obligated fund balance, for fiscal year 2026-2027 are as follows:

Fund 5220 Division 52200	**LBRID – Operating**	**$1,394,668**
Fund 5220 Division 52205	**LBRID – Capital Projects**	**319,091**
Fund 5220 Division 52210	**LBRID – Debt Service**	**229,942**
	Fund 5220 Total	**$1,943,701**

4. That the 2026-2027 estimated appropriations limit, calculated in conformity with Division 9 of Title 1 of the California Government Code (commencing with section 7900), is $573,288 and the total annual appropriations subject to limitation are $486,836. The actual appropriations limit and annual appropriations subject to limitation will be adopted by resolution on or before October 2, 2026, once all of the financial information required to compute the appropriations limit and the total annual appropriations subject to limitation is available.

5. That pursuant to California Government Code section 29125, the Napa County Public Works Director, acting as the Engineer of the LBRID (the "District Engineer"), is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

6. That any capital asset(s) not authorized by the LBRID Board during the recommended budget hearing(s) for LBRID will be presented to the LBRID Board for approval by the District Engineer.

7. That pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for LBRID for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2026.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Governing Board of the Lake Berryessa Resort Improvement District, at a regular meeting of said Board held on the 23rd day of June 2026 by the following vote:

AYES:	DIRECTORS	_____
NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

_____
AMBER MANFREE, Chair of the
Governing Board of LBRID

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
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Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources: Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses: Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	**LBRID**	**NBRID**	**CFD- MST**
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

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Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1292

TO: Members of the Governing Board

FROM: Tracy Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: Fiscal Year 2026-27 Budget Carry Forward for Continued Projects and Related Contract Encumbrances

RECOMMENDATION

Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed for Lake Berryessa Resort Improvement District as of June 30, 2026. (Fiscal Impact: Revenues of $1,563,653, Expenditures of $3,280,189, Lake Berryessa, Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Due to the size of the projects and timing of contract awards, projects are often started in one fiscal year yet completed in a future year.

Attachment A provides a listing of current Capital Improvement Projects with related contracts to be rolled over to the new fiscal year, in the amount of $3,280,189. Revenues of $1,563,653 listed are not yet received and will be carried forward budgeted amounts to be received in the following year. The remainder of funds needed for these projects have already been restricted through the project approval or contract encumbrance process and will flow into the following year.

None of the items listed on this attachment were included in the Fiscal Year 2026-27 budget. Once all June invoices are paid, these amounts will be adjusted, and final carry forward budgets will be determined. The Auditor-Controller will provide a final listing as part of the year-end letter for the ratification of the final appropriations to be carried forward.

Requested Action:

Approve and authorize the carry forward budget amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed as of June 30, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue sources include planned use of fund balance, grants, or other revenue sources specifically related to these items. Please see Attachment A for a detailed listing.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the continuation of work on these projects in Fiscal Year 2026-27.
Is the general fund affected?	No
Future fiscal impact:	Carry forward budgets and appropriations are needed for encumbrances and commitments entered into during the current fiscal Year or prior year that have not been completed or fulfilled by June 30, 2026. These projects have not been re-budgeted as part of the 2026-27 adopted budget.
Consequences if not approved:	Failure to approve the carry forward budgets will impede the smooth operation of continuing active projects and cause a delay in getting contractors/vendors paid timely.

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.

Lake Berryessa Resort Improvement District
Estimated CIP Carryforward detail listing
June 30, 2026

ATTACHMENT A

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
LBRID						
5220	5220500	19007 Groundwater Mitigation Project	$ 1,563,653	$ 359,823	240306B-25 GHD, Inc.	$ 129,082
			-	51,754	260360B-26 2C Land and Timber	803,930
				987,334		
5220	5220500	22009 Sustainable Water Supply Project	-	1,765,983		228,623
5220	5220500	22014 Lift Station A Sewer Tank Replacement Project	-	81,523		103,895
			-	33,772	250178B-25 Piazza Construction	860,720
		Total CIP Revenue/Appropriations Carryforward	**$ 1,563,653**	**$ 3,280,189**	**Total CIP Contract Balances to Carryforward**	**$ 2,126,250**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1113

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services

REPORT BY: Anthony Halstead - Director of Library Services

SUBJECT: FY 2026-27 Arts & Culture Grant Agreements for Recipients

RECOMMENDATION

Approve and authorize grant awards for 22 agreements with 16 different organizations as recommended by the Napa County Arts and Culture Advisory Committee; and Agreement No. 270057B between the Arts Council Napa Valley and the Library to act as the Napa County Local Arts Agency and implement the Napa County Cultural Plan for the term July 1, 2026, through June 30, 2027. (Fiscal Impact: $299,561, Expense; General Fund; Budgeted; Discretionary; and Fiscal Impact: $63,065, Expense; Library Fund; Budgeted; Discretionary)

BACKGROUND

In November 2004, Napa County voters approved an increase in the Transient Occupancy Tax (TOT) rate charged to visitors renting hotel and motel rooms in the unincorporated area. The increase, from 10.5% to 12%, took effect on January 1, 2005, and was not dedicated to any specific purpose, thus requiring only a majority vote to pass. Although the revenue generated by the additional 1.5% TOT is fully discretionary, the Board determined that the receipt of additional discretionary revenue provided an opportunity to consider County investments in projects or programs that were a Board priority. To that end, as part of the fiscal year 2005-06 County budget process, the Board established the Special Projects Fund (SPF) to finance programs or projects in two areas: (1) visitor management and (2) parks and open space.

On January 23, 2018, the Board discussed the SPF, including reauthorizing a new SPF funding cycle through fiscal year 2022-23 and amending the SPF allocation formula:

• 60% - Parks and Open Space

• 20% - Affordable Housing Programs for hospitality workers

• 20% - Arts and Culture Programs or Services

In April 2023, with the SPF cycle expiring at the end of fiscal year 2022-23, the Board amended the SPF allocation procedures. The amendment renamed the fund to the “Community Investment Fund” (CIF) to better

capture the purpose of the fund and redirected the 20% allocation for affordable housing and assigned it to parks and open space. Napa County voters approved an additional 1% TOT dedicated to workforce housing in 2018 and it generates more revenues than the previous SPF allocation. The amended CIF allocation formula is as follows:

• 80% - Parks and Open Space

• 20% - Arts and Culture Programs or Services

BOARD-APPROVED ARTS & CULTURE GRANT GUIDELINES

The purpose of the Arts & Culture Advisory Committee (Committee) is to conduct and oversee a grant program and make recommendations to the Board of Supervisors regarding grant awards made to non-profit arts and cultural organizations in Napa County. The goal is to grow and promote arts and cultural offerings in Napa County for residents and visitors, include more diversity of cultures and voices in the arts, and foster more collaboration among Napa's arts groups.

The Committee met on October 24, 2022; to discuss amendments to the Arts & Culture Grant Guidelines for the fiscal year 2023-24 grant cycle and the guidelines were approved by the Board in November 2022. The guidelines, which remain unchanged for the fiscal year 2026-27 cycle, include two main funding categories and eligible organizations may submit grant requests for two subcategories:

Main Category 1 - Tourism Generating Arts and Culture Organization. This category is for organizations that earn at least 20 percent of their income or patronage from visitors and can submit data that demonstrates its impact/use by visitors from outside of Napa County. It includes the following sub-categories:

1. Capacity Building

2. Special Programs & Projects

3. Capital Improvement

Main Category 2 - General Arts and Culture Organization. This category is for organizations that do not receive 20 percent of their income or patronage from visitors outside of Napa County and primarily focus on arts and culture activities for residents of Napa County. It includes the following sub-categories:

1. Capacity Building

2. Special Programs & Projects

3. Capital Improvement

Leadership and Professional Development: This subcategory is intended to provide support for non-profit staff and boards in governance and management training, skills, development, and professional coaching. Both Tourism Generating and General Arts and Culture organizations may apply in addition to their two subcategories requests.

Maximum Grant Requests:

The maximum grant amounts are based on an organization's annual operating budget:

• Small operating budget (up to $100,000): $7,500 maximum award amount

• Mid-sized operating budget (greater than $100,000 but less than $500,000): $17,500 maximum award amount
The maximum grant award for Leadership & Professional Development grants is $2,500, regardless of budget size. The award is not counted toward the above caps on awards.

Collaborative Grant Requests: Two or more organizations may partner on a Special Programs & Projects request in addition to their individual grant requests and Leadership & Professional Development request. The maximum award amount is $20,000, regardless of budget size and no more than $10,000 per participating organization.

General Fund TOT appropriations for fiscal year 2026-2027 are $304,073 of which, $299,561 was awarded.

Requested Actions:

A. Approval of the following Napa County Arts and Culture Advisory Committee grant award recommendations and authorization for the Chair to sign the corresponding grant agreements for the term July 1, 2026, through June 30, 2027, which total $299,561. All Tourism applications were fully funded. The Committee recommended using remaining funds to go towards General Arts and Culture Organizations grant applicants:

Award a total of $112,467 to Tourism Generating Arts and Culture Organizations:

1. Music in the Vineyards, $1,000, Special Programs & Projects - Capital Improvement

2. Music in the Vineyards, $20,000, Collaborative

3. Napa Valley Festival Association (dba Festival Napa Valley), $27,500, Special Programs & Projects

4. Music in the Vineyards, $26,500, Special Programs & Projects - Capital Improvement

5. Napa Valley Museum, $27,500, Capacity Building

6. Napa County Historical Society $9,967, Special Programs & Projects

Award a total of $187,094 to General Arts and Culture Organizations:

1. Napa Valley Youth Symphony, $2,500, Leadership

2. E & M Presents, Inc., $7,500, Special Programs & Projects

3. Lunchtime Productions Inc. dba Cafeteria Kids Theater, $15,094, Special Programs & Projects

4. Friends of the Cameo dba Cameo Cinema Foundation, $22,500, Special Programs & Projects

5. Napa Valley Education Foundation, $27,500, Special Programs & Projects

6. Lunchtime Productions Inc. d.b.a Cafeteria Kids Theater, $2,500, Leadership

7. Brannan Center, $27,000, Capital Improvement/Technology Upgrades

8. American Canyon Arts Foundation, $7,500, Special Programs & Projects

9. Valley Players, $7,500, Capital Improvement /Essential Durable Upgrades or Enhancements

10. Shakespeare Napa Valley, $7,500, Capacity Building

11. Calistoga Theater Company DBA UpStage Napa Valley, $17,500, Special Programs & Projects

12. Valley Players, $2,500, Leadership

13. NCOE Foundation, $7,500, Special Programs & Projects

14. di Rosa Preserve, $20,000, Collaborative

15. di Rosa Preserve, $10,000, Special Programs & Projects

16. American Canyon Arts Foundation, $2,500, Leadership

B. Approval of a Grant Agreement No. 270057B with Arts Council Napa Valley to serve as the Napa County Arts and Culture Advisory Committee and to act as the Napa County Local Arts Agency and implement the Napa County Cultural Plan. By allowing the Library to fund the agreement with Arts Council Napa Valley, this allows 100% of the Community Investment Funds go directly towards grantees. The amount of funding is calculated at 20% of Annual TOT allocation, and half the annual cost of grant management software subscription, for maximum of $63,065.00, with the term July 1, 2026, through June 30, 2027. The Library has identified cost savings within the division to fund this agreement, therefore there is no fiscal impact.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Community Investment Fund and the funding of arts and culture grants are not required by law but have been identified as a priority by the Board. The award of these grants is in accordance with the Board's direction to staff relating to the allocation of the Community Investment Fund. The Library General Operations will provide funding for the Arts Council Napa Valley agreement; this approach provides stability and transparency in the administration of arts services while reinforcing the County's commitment to equitable community investment. By separating administrative support from grant allocations, the County can both sustain coordinated arts leadership and maximize direct funding to nonprofit organizations that deliver cultural benefits to residents and visitors.
Is the general fund affected?	Yes
Future fiscal impact:	Annual grant award consideration has no commitments for future years. The Agreement No. 270057B with Arts Council Napa Valley will be funded by the Library's General Operations subdivision 2020000, no future fiscal impact.

Consequences if not approved:	The Board will need to determine alternative grant recipients or arts grant funding from the Community Investment Fund will not be distributed for fiscal year 2026-2027. If the agreement with the Arts Council Napa Valley agreement 270057B is not approved, funding will not be provided by the Library and the amount awarded to grant recipients would be reduced by 20%.
Additional Information	County Strategic Initiative: Build Healthy, Connected Communities

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. 270033B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Youth Symphony, a California non-profit association, whose mailing address is PO Box 6594, Napa, CA, 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Leadership, to participate in the 2026 Annual Conference of the Association of California Symphony Orchestras.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Napa Valley Youth Symphony PO Box 6594 Napa, CA 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Napa Valley Youth Symphony

By_____
Silvia Regalado-Zachlod, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize funding for participation in the 2026 Annual Conference of the Association of California Symphony Orchestras (ACSO), taking place in Santa Rosa in August 2026.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$2,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270034B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and E & M Presents, Inc., a California non-profit association, whose mailing address is 1480 Cedar Ave, Napa, CA 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding to produce its fourth IDOL program focused on dance in January, 2027.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	E & M Presents, Inc. 1480 Cedar Ave Napa, CA, 94559

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

E & M Presents, Inc.

By Evy Warshawski
Evy Warshawski, Executive Director
6/1/2026

"GRANTEE"

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S .Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:___

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding to produce its fourth IDOL program focused on dance in January, 2027.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$7,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270035B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Lunchtime Productions Inc. dba Cafeteria Kids Theater, a California non-profit association, whose mailing address is 1241 Adams St #1114, St. Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects, to offer a junior musical production class featuring Finding Nemo Jr.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Lunchtime Productions 1241 Adams St #1114 St. Helena, CA 94574

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Lunchtime Productions Inc. dba Cafeteria Kids Theater

By _____
Olivia Cowell, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding to offer a junior musical production class featuring Finding Nemo Jr., in Spring 2027 for students ages 8–14 through Cafeteria Kids Theater.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$15,094

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270036B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Friends of the Cameo dba Cameo Cinema Foundation, a California non-profit association, whose mailing address is PO Box 682, St. Helena, CA, 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Special Programs & Projects funding to present The Fork2Film Festival.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

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(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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Friends of the Cameo PO Box 682 St. Helena, CA, 94574

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Friends of the Cameo dba Cameo Cinema Foundation

By_____
Ann Doyle, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S .Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:___

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding to present The Fork2Film Festival, an artfully curated four-day celebration of the three elements that define Napa Valley — food, wine, and agriculture.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$22,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270037B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Education Foundation, a California non-profit association, whose mailing address is 2425 Jefferson St, Room 103, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects to present, Rooted: Youth Art and Stories of Napa Valley program;

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Napa Valley Education Foundation 2425 Jefferson St Room 103 Napa, CA, 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Napa Valley Education Foundation

By Jennifer Stewart
Jennifer Stewart, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding to present, Rooted: Youth Art and Stories of Napa Valley program, which gives 120 Napa County youth ages 6 to 18 the opportunity to express who they are and how they experience this community through art and writing.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$27,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270038B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Lunchtime Productions Inc. dba Cafeteria Kids Theater, a California non-profit association, whose mailing address is 1241 Adams St #1114, St. Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Leadership, to fund participation in the Educational Theatre Association (EdTA) Annual Theatre Education Conference;

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Lunchtime Productions 1241 Adams St #1114 St. Helena, CA 94574

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Lunchtime Productions Inc. dba Cafeteria Kids Theater

By _____
Olivia Cowell, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:___

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Leadership funding for participation in the Educational Theatre Association (EdTA) Annual Theatre Education Conference, taking place in July 2027 in New York City. The national conference offers theatre educators the chance to learn directly from industry professionals, educational experts, and fellow teachers, gaining insights and practical strategies that enhance both curriculum and student experience.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$2,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270039B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Brannan Center, a California non-profit association, whose mailing address is PO Box 466, Calistoga, CA, 94515, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Capital Improvement funding for Technology Upgrades for the design, purchase, and installation of a video projection package;

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Brannan Center PO Box 466 Calistoga, CA, 94515

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Brannan Center

By_____
Kyle Clausen, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Capital Improvement-Technology Upgrades funding for design, purchase, and installation of a video projection package that would allow both for video content as part of a concert, theatrical production, or other performance, and would also allow for expansion of programming to include film, as well as speakers and authors who have visual material to display as part of their presentation.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$27,000

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270040B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and American Canyon Arts Foundation, a California non-profit association, whose mailing address is 101 W. American Canyon Rd, American Canyon, CA, 94503, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects, to host three cultural events and a concert.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	American Canyon Arts Fdn. 101 W. American Canyon Rd American Canyon, CA, 94503

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws

of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

American Canyon Arts Foundation

By _____
Karen Brorby, President

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding to host three cultural events and one concert. The cultural events are the Juneteenth Celebration at Meet Me in the Street; the Hispanic Heritage Month in September; and the Parol Festival in December. The free concert will be part of the annual Art Extravaganza art show.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$7,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270041B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Valley Players, a California non-profit association, whose mailing address is 10 Merion Circle, Napa, CA, 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Capital Improvement/Essential Durable Upgrades or Enhancements, to replace most aging volunteer-built wooden seating risers with lightweight, modular staging units.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Valley Players 10 Merion Circle Napa, CA, 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Valley Players

By_____
June Alane Reif, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Capital Improvement/Essential Durable Upgrades or Enhancements, to replace most aging volunteer-built wooden seating risers with lightweight, modular staging units that improve safety, accessibility, and community access to performance space.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$7,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270042B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Shakespeare Napa Valley, an association whose mailing address is 998 Marina Drive, Napa, CA 94559 (Shakespeare Napa Valley) and di Rosa Center for Contemporary Art, a California non-profit association, whose mailing address is 5200 Sonoma Highway, Napa, CA 94559 (di Rosa). Shakespeare Napa Valley and di Rosa are hereafter collectively referred to as "GRANTEE".

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, Shakespeare Napa Valley has applied for General Arts and Culture – Capacity Building funding for developing the governance and strategic infrastructure of Shakespeare Napa Valley; and

WHEREAS, di Rosa preserve will serve as fiscal agent for as part of the application and use of funds; and

WHEREAS, COUNTY approves said application.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY

Anthony Halstead
Library Director
580 Coombs Street
Napa, CA 94559

GRANTEE

Shakespeare Napa Valley
998 Marina Drive
Napa, CA 94559

di Rosa Center For Contemporary Art
5200 Sonoma Highway
Napa, CA 94559

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Shakespeare Napa Valley

By_____
Jennifer King, Executive Director

di Rosa Center For Contemporary Art

By_____
Hugo Corro, Associate Director of Education + Civic Engagement

"GRANTEE"

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: June 10, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

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

Shakespeare Napa Valley

By_____
Jennifer King, Executive Director

di Rosa Center For Contemporary Art

By_____
Hugo Corro, Associate Director of Education + Civic Engagement

"GRANTEE"

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: June 10, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Capacity Building funding to focus on developing the governance and strategic infrastructure necessary for Shakespeare Napa Valley to transition into an independent and sustainable nonprofit organization. As SNV restructures into its own 501(c)(3), this grant will enable the organization to hire a nonprofit capacity-building consultant to guide the formation of a Board of Directors, facilitate a strategic planning process, and establish financial and governance systems. This work will support the implementation of a new leadership model and position SNV for long-term artistic and financial sustainability.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$7,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270043B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Calistoga Theater Company DBA UpStage Napa Valley, a California non-profit association, whose mailing address is P.O Box 277, Calistoga, CA, 94515, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding for the 2026-27 season, which will be their festival of short plays and continues with two full-length productions.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose,

including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	UpStage Napa Valley P.O Box 277 Calistoga, CA, 94515

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Calistoga Theater Company DBA UpStage Napa Valley

By: Sharie Renault
Sharie Renault, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding for the 2026-27 season, which begins with a festival of short plays and continues with two full-length productions..

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$17,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270044B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Valley Players, a California non-profit association, whose mailing address is 10 Merion Circle, Napa, CA, 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Leadership, to support and enhance their nonprofit's voluntary staff and Board in governance and management training and skills development through professional coaching.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Valley Players 10 Merion Circle Napa, CA, 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Valley Players

By_____
June Alane Reif, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Leadership funding to support and enhance their nonprofit’s voluntary staff and Board in governance and management training and skills development through professional coaching.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$2,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

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NAPA COUNTY AGREEMENT NO. 270045B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and NCOE Foundation, a California non-profit association, whose mailing address is 2121 Imola Ave, Napa, CA, 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects to fund Mariposa's Ballet Folklorico program which brings a vibrant cultural art to the young people, families and residents of Napa County.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

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provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

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9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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

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to GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	NCOE Foundation 2121 Imola Ave Napa, CA, 94559

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws

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of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

NCOE Foundation

By Signed by: Julie McClure 4D70702CB5264D9... _____
June McClure, Deputy Superintendent

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S. Darbinian* Date: May 29, 2026	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"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects to fund Mariposa’s Ballet Folklorico program which brings a vibrant cultural art to the young people, families and residents of Napa County. Through partnership with Grupo Folklórico Quetzalén, the project engages 40 or more youth each year in learning the traditional regional dances of Mexico, then performs for more than 5,000 audience members at festivals, fairs, and celebrations throughout the county.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in 7
part, by the Napa County Board of Supervisors."

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EXHIBIT “B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$7,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270046B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and di Rosa Preserve, a California non-profit association, whose mailing address is 5200 Sonoma Hwy, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Collaborative, to present Shakespeare Summer Stroll: The Complete Works of William Shakespeare.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	di Rosa Preserve 5200 Sonoma Hwy Napa, CA 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

di Rosa Preserve

By_____
Kate Eilertsen, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$20,000.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Collaborative funding through a collaboration with Shakespeare Napa Valley and di Rosa Center for Contemporary Art to present Shakespeare Summer Stroll: The Complete Works of William Shakespeare.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

NAPA COUNTY AGREEMENT NO. 270047B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and di Rosa Preserve, a California non-profit association, whose mailing address is 5200 Sonoma Hwy, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects, to fund Camp di Rosa: Art + Nature.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	di Rosa Preserve 5200 Sonoma Hwy Napa, CA 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

di Rosa Preserve

By Kate Eilertsen
Kate Eilertsen, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funding for Camp di Rosa: Art + Nature is a week-long summer day camp for youth ages 6–11, with a Camp + Leader in Training program for ages 12–14, held on the 217-acre campus of the di Rosa Center for Contemporary Art in Napa.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$10,000.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270048B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and American Canyon Arts Foundation, a California non-profit association, whose mailing address is 101 W. American Canyon Rd, American Canyon, CA, 94503, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Leadership, to engage an expert consultant over a four-month period to conduct a third-party assessment of our board and fundraising practices.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose,

including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	American Canyon Arts Fdn. 101 W. American Canyon Rd American Canyon, CA, 94503

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

American Canyon Arts Foundation

By Karen Brorby
Karen Brorby, President

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S .Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:___

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Leadership funding to engage an expert consultant over a four-month period to conduct a third-party assessment of our board and fundraising practices; and then deliver actionable recommendations, strategies and plans for us to implement.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$2,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270049B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Music in the Vineyards, a California non-profit association, whose mailing address PO Box 6297, Napa, CA, 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts & Culture Organization, Special Programs & Projects - Capital Improvement funding for lighting and signage upgrades..

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Music in the Vineyards PO Box 6297 Napa, CA, 94581

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Music in the Vineyards

By_____
Rebecca Blum, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S .Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize funds for Special Programs & Projects - Capital Improvement funding for lighting and signage upgrades.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$1,000.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270050B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Music in the Vineyards, a California non-profit association, whose mailing address PO Box 6297, Napa, CA, 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts & Culture Organization – Collaborative, funding for Christmas in the Vineyards, a collaborative initiative led by Music in the Vineyards in partnership with Aeternum.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Music in the Vineyards PO Box 6297 Napa, CA, 94581

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Music in the Vineyards

By _____
Rebecca Blum, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S.Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Collaborative funding for Christmas in the Vineyards program. Christmas in the Vineyards is a collaborative initiative led by Music in the Vineyards (professional chamber music festival) in partnership with Aeternum (professional chamber choir). In December 2026, Grantee will reprise two public holiday performances in distinct Napa County markets—downtown Napa and Calistoga—anchored by selections from Handel’s Messiah and festive, holiday repertoire. Building on last year’s demonstrated public interest, the 2026 program anticipates including additional instruments and guest artists to increase artistic and cultural merit. To deepen community impact and expand access, Grantee will add a daytime, family-centered children’s concert at First Presbyterian Church of Napa for children 12 and under and their families, strengthening the arts and culture ecosystem through partnership and community participation. Repertoire and format will be geared specifically for young audiences ensuring a positive musical experience for all.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$20,000.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270051B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Festival Association dba Festival Napa Valley, a California non-profit association, whose mailing address 1030 Seminary Street, STE C, Napa, CA 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture funding Special Programs & Projects, for the 2026 Music & Wellness Summit.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Napa Valley Festival Assoc. 1030 Seminary Street, STE C, Napa, CA, 94559

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Napa Valley Festival Association dba Festival Napa Valley

By_____
Richard Walker, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By*: S .Darbinian* Deputy Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funds for The Festival Napa Valley 2026 Music & Wellness Summit. The Summit is a one-day gathering focused on arts and wellness that brings together leading neuroscientists, psychologists, entrepreneurs, and musicians to explore music's role in brain health, community health, senior wellness, and youth mental health. The event highlights scientifically documented curative medical practices that harness the power of music. Renée Fleming, internationally acclaimed opera singer and outspoken advocate for music and the arts will deliver the keynote address.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$27,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270052B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Music in the Vineyards, a California non-profit association, whose mailing address PO Box 6297, Napa, CA, 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts & Culture Organization, Special Programs & Projects - Capital Improvement funding to recognize the 250th anniversary of the United States with a 2026 Festival celebrating the diversity of the American musical landscape.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose,

including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Music in the Vineyards PO Box 6297 Napa, CA, 94581

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Music in the Vineyards

By _____
Rebecca Blum, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Silva Darbinian,* Deputy Date: May 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT “A"

SCOPE OF WORK

GRANTEE shall utilize funds for Special Programs & Projects - Capital Improvement, to recognize the 250th anniversary of the United States with a 2026 Festival to celebrate the diversity of the American musical landscape. Festival concerts and educational events will highlight the United States as a hub of creativity and a crossroads of global musical influences.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$26,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270053B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Museum, a California non-profit association, whose mailing address 55 Presidents Circle, Yountville, CA, 94599, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts & Culture Organization funding - Capacity Building, for security and safety improvements at the Napa Valley Museum's two locations.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Napa Valley Museum 55 Presidents Circle Yountville, CA, 94599

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Napa Valley Museum

By_____
Laura J Rafaty, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Silva Darbinian,* Deputy Date: May 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Capacity Building funds for security and safety improvements at the Napa Valley Museum's two locations.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$27,500.00

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270054B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa County Historical Society, a California non-profit association, whose mailing address 1219 First St, Napa, CA, 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts & Culture Organization - Special Programs & Projects funding for Collecting Napa County: Building a Shared History, a planned exhibition at the Goodman Library.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2027**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs Street Napa, CA 94559	Napa County Historical Society 1219 First St Napa, CA 94559

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Napa County Historical Society

By_____
Kaitlyn Scott Moxon, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of the State of California

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Silva Darbinian,* Deputy Date: May 28, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize Special Programs & Projects funds for Collecting Napa County: Building a Shared History, is a planned exhibition at the Goodman Library. The exhibit reveals how historical societies and similar organizations collect, preserve, and interpret local history.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2027	$9,967

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 270057B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Arts Council Napa Valley, a California non-profit unincorporated association, whose mailing address is 3299 Claremont Way, Suite 5, Napa, CA 94559 hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY library will designate funding for GRANTEE's proposal to advance the Napa County Cultural Plan's objectives. Work would include convening the industry, representing its interests, fostering collaborative relationships, monitoring trends and forecasts, providing strategic guidance, and facilitating communication for art and cultural organizations in Napa county; and

WHEREAS, the Library wishes to utilize the same funding calculation model previously established in County Policy, Section 8, Community Investment Fund Allocation Procedures, where 20% of arts and culture program funding is directed towards the County designated Arts Partner and leaving 100% of TOT appropriations provided by the General Fund for the Community Investment Funds to award grantees.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2026** and shall expire on **June 30, 2027**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." GRANTEE also agrees that no funds may be used for normal operating expenses, staff, salaries, ongoing marketing and advertising expenses, or equipment purchases that do not directly pertain to the grant. The organization will be required to provide an accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully exhausted grant funds by June 30th of each fiscal year, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the

funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall, within thirty (30) days of conclusion of the term of this agreement submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." This final report must summarize activities of GRANTEE up to the end of the grant term pertaining to progress and status of the Project and shall specifically include the number of services provided (if applicable), a statement of any expenditure of the grant funds provided hereunder, as well as a general accounting of all revenues received, and commitments or expenditures made for the Project from any public or private source. The final Project report shall include a summary of overall project achievements and detail compliance with any discrete tasks as identified in Exhibit "A" hereto. Said reports shall be delivered to: County Executive Officer, 1195 Third Street, Napa, CA 94559.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records, which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be

given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligation incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying and such claim. Except in cases of *force majeure,* GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided 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, provided 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.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY	GRANTEE
Anthony Halstead Library Director 580 Coombs St Napa, CA 94559	Christopher DeNatale Executive Director Arts Council Napa Valley 3299 Claremont Way, Suite 5 Napa, CA 94558

14. **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.

15 **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.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

19. **Severability.** If any provision of this Agreement or 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 the Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

ARTS COUNCIL NAPA VALLEY

By_____
Christopher DeNatale, Executive Director

"GRANTEE"

By_____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Date: May 29, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A"

SCOPE OF WORK

The grant to Arts Council Napa Valley (ACNV) will be considered general operating support as the officially appointed Local Arts Agency (LAA) to Napa County, CA. Since the 2006 launch of the Napa County Cultural Plan, ACNV has built programs, resources, and networks that leverage our unique position as a LAA to advance the Cultural Plan's objectives. This work includes convening the industry, representing its interests, fostering collaborative relationships, monitoring trends and forecasts, providing strategic guidance, and facilitating communication. As a partner to the County of Napa, ACNV provides leadership that unites, supports, and enhances our exceptional arts and culture community.

Specifically these funds will support: administration of the County Arts, Culture & Heritage Grant program; strategies in marketing Napa Valley as a cultural destination in partnership with Visit Napa Valley, including administration of Napa Valley Arts in April; managing and growing the current databases on the Napa Valley Creative Directory website to increase representation of local artists and improve user traffic; maintaining digital resources on ArtsCouncilNapaValley.org; a new version of the annual Napa County State of the Arts Conference; and operating the ACNV Community Fund grant program.

Deliverable 1

As an advisory member of the Napa County Arts & Culture Advisory Committee and upon request by County Staff, ACNV shall review Committee related guidelines, policies, meeting documents, announcements, collateral, etc. and provide staff feedback via a written response. Upon request by County Staff, ACNV shall post related announcements and relevant communications through the ACNV website, in the ACNV newsletter, as well as in social media posts. As part of this service, ACNV will provide web and social media analytics on the reach and impact of the post's outreach.

Deliverable 2

ACNV will further grow the existing databases made publicly available on the Creative Directory Napa Valley website populating them with resources and information on professional development, job opportunities, open calls, grants, news, and local events. The Creative Directory will be specifically populated with a comprehensive listing of local and regional performing and visual artists as well as arts-related services. The Napa Valley Arts & Culture Events Calendar, now a part of the Creative Directory, is managed by ACNV and populated with current events in a variety of categories. ACNV agrees to keep this list of art contacts current and relevant, to provide the free resource to County staff, businesses, individuals, and nonprofits. All public-facing data shall be posted and maintained on these sites at no charge to the contributors.

Deliverable 3
ACNV shall operate the "ACNV Community Fund" to provide grant opportunities to small nonprofits and individual artists in high impact community projects, focused on reaching underserved populations in diverse regions. This scope of work shall include active professional development to enhance the community's ability to successfully request, attract, and steward philanthropic dollars. As a part of this service, ACNV shall provide statistical and qualitative information on the impact of funded projects.

Deliverable 4
As the County's designated Local Arts Agency, ACNV staff shall be made available (at no charge) to provide industry-related information and referrals. Including, upon request by County Staff, ACNV will work with and advise County staff on matters related to the arts industry and other matters where the arts may be applied. ACNV shall maintain a publicly accessible office and regular hours.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Library as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Library."

EXHIBIT "B"

GRANT PAYMENTS

Annual funding awarded to GRANTEE will be 20% of the current year Transient Occupancy Tax (TOT) allocation for Arts and Culture grant awards, for fiscal year 2026-2027 is $60,815.00.

Annual reimbursement for half the cost of grant management software subscription for fiscal year 2026-2027 is $2,250.00.

GRANTEE shall submit a full accounting of the funds by July 15th each year.

Grant Funding	$ 60,815.00
Subscription	$ 2,250.00
Maximum	$ 63,065.00

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1221

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services

REPORT BY: Michelle Carreon - Supervising Staff Services Analyst

SUBJECT: Agreement with Napa County Resource Conservation District

RECOMMENDATION

Approve and authorize a sole source award for Agreement No. 270060B with the Napa County Resource Conservation District (NCRCD) with a contract maximum of $38,000 for the term July 1, 2026 through June 30, 2028 to create a pollination garden and outreach programs at the Napa County Library. (Fiscal Impact: $38,000 Expense; Library Fund; Budgeted; Discretionary)

BACKGROUND

Napa County library will partner with Napa County Resource Conservation District (NCRCD) to create a monarch butterfly pollination garden at the library using funding provided by the Friends of Napa Library. Additionally, NCRCD will engage the community in the planting project and use the project as a tool to inspire the community. NCRCD will conduct outreach to local media and develop a newsletter story, social media post and partner with the library to provide outreach events.

The request for board approval is due to the County fiscal year aggregate dollar amount being greater than the CEO signing authority for contracts with the same contractor.

Approval of the sole source award is requested for this agreement as the project requires specialized training and/or extensive expertise that NCRCD is the only known contractor who can provide all services requested.

Requested action:

1. Approve and authorize a sole source award for Agreement No. 270060B with Napa County Resource Conservation District (NCRCD) for a maximum of $38,000 for the term July 1, 2026 through June 30, 2028 to create a pollination garden and outreach programs at the Napa County Library.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Appropriations for the NCRCD agreement are in the Napa Library budget, subdivision 2020001, object 52490
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To create a monarch butterfly pollination garden at the library and provide community engagement
Is the general fund affected?	No
Future fiscal impact:	All costs associated with this agreement will be budgeted in the Napa Library's budget for future fiscal years.
Consequences if not approved:	If this agreement is not approved, the Library will not be able to plant a monarch butterfly pollination garden at the library and provide community engagement for the subject matter.
Additional Information	County Strategic Initiative: Champion Environmental Sustainability and Resilience

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. 270060B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and NAPA COUNTY RESOURCE CONSERVATION DISTRICT (NCRCD); whose address is 1303 Jefferson Street, Suite 500B, Napa, CA, 94559 hereinafter referred to as "Contractor".

RECITALS

A. County wishes to obtain professional services in order to create a pollination garden and outreach programs at the Napa County Library.

B. Contractor was selected to provide professional services without a competitive process because the professional services needed are only available from one source.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Contractor 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 Contractor's proposal or statement of qualifications.

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

1.4 Correction of Deficient Services. Contractor 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 Contractor 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 Contractor. If County takes such corrective action, Contractor 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 Contractor to correct the deficient services.

1.5 Other Remedies. This Article applies only to Contractor'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 Contractor's other obligations under the Contract Documents or federal or state law.

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

1.7 Government Code Section 7550. Every 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 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, 2028 unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Contractor'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 Contractor of such suspension. County may rescind the suspension prior to or at 60 days by providing Contractor with written notice of the rescission, at which time Contractor 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 Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor 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 Contractor's affected performance under the Agreement. Contractor shall deliver to County all data, drawings, specifications,

reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Agreement, whether completed or unfinished. Contractor may keep copies for its own records. County shall pay Contractor for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Contractor in providing County with the data and documents required by this paragraph. Contractor 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 Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely provide services in accordance with the schedule. If Contractor 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 Contractor, and any person claiming any rights by or through Contractor 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 Contractor 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 Contractor for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Contractor 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 thirty eight thousand dollars ($38,000.00); 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. Contractor may submit one invoice per calendar month, in arrears for services provided, to the Director of Library Services 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 Contractor'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 Contractor 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 Contractor 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. Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Contractor, nor is Contractor obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, 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 insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Contractor shall require its subContractors 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, Contractor shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, Contractors and subContractors 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 Contractor is providing the services of a "design professional" as defined in California Civil Code section 2782, County acknowledges that Contractor'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. Contractor 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. Contractor shall comply, and require its employees and subContractors 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. Contractor 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 Contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor 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. Contractor 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. 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 the scope of services under this Agreement. 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. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Contractor 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. Contractor 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. Contractor shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Contractor 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, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

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 Contractor 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. Contractor shall provide County with access to Contractor's records which are reasonably necessary for County to review or audit Contractor's compliance with the provisions of this Agreement. Contractor 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 Contractor's place of business where the records are kept. Contractor 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	CONTRACTOR
Napa County Library	Napa County Resource Conservation District
580 Coombs St	1303 Jefferson Street, Suite 500B
Napa, CA 94559	Napa, CA 94559

9.3 Independent Contractors. Contractor and its subContractors, 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 Contractor concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Contractor 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 Contractor'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 Contractor 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 subContractors, 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 Contractor and any subContractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of County. Neither the documents nor their contents shall be released by Contractor or any subContractor 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 Contractor, at the time it was disclosed to Contractor by County; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by County.

9.9 Insolvency. Contractor shall notify County if Contractor 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 Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in 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. Contractor 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 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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 Contractor through its duly authorized officer(s).

Napa County Resource Conservation District

By _____
Lucas Patzek, Executive Director

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: *Susan B. Altman*, Deputy
Deputy County Counsel

Date: May 27, 2026

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A

SCOPE OF SERVICES

Task 1: Planning and Design (RCD Labor $4,477.58)

Napa RCD will lead the planning and design of the pollinator garden installation. This involves writing a detailed pollinator habitat plan that includes: site description and goals, site specific plant list and basic design, site preparation details, plant installation instructions, planting instructions, short-term and long-term maintenance instructions and schedule for volunteers, overwintering guidance for insects, and a basic monitoring plan. Napa RCD will work with Library staff to plug plan into existing volunteer coordinating system.

Task 2: Vendor, Contractor, Partner, and Volunteer logistics (RCD Labor $3,654.17)

Napa RCD will lead the logistics to make this project happen on the ground and so everyone involved knows their role and responsibility. We will coordinate with vendors such as plant nurseries and with Napa Recycling to get mulch and all the materials. We will coordinate with the contractor for the site preparation and ensure they follow the plans. We will lead training for volunteers related to installation, maintenance, monitoring, and will assist Library's volunteer coordinator to develop a strategy to incorporate Library volunteers into stewardship of project.

Task 3: Signage ($5,112.30 RCD labor + Contract and materials $4,290)

Napa RCD will coordinate with Library and The School Garden Doctor and an interpretive signage contractor in creating educational signs for the garden. A sign plan, including number, size, and content outline, will be approved by Library prior to engaging with design or fabrication contractors. Possible sign topics include: overwintering habitat for pollinators, monarch migration and lifecycle, cultural significance of plants and pollinators.

Task 4: Site Preparation ($400.41 RCD labor + Contract and materials $4,225)

Napa RCD will oversee contracted labor in the site preparation. Contractor activities include:

- Remove mulch and haul off site
- Remove weed cloth and any irrigation lines or plastic surface pipes for established plants. Haul off site.
- Remove redbud trees (if dead or diseased or determined to interfere with new plants), roots, and rocks. Haul away redbuds but keep rocks to the side to incorporate into new design.
- Use a rototiller to loosen compacted soil and grade/ smooth the planting area.
- Install new weed cloth securely in place
- After the planting with volunteers- Return to site and install drip irrigation system
- Spread new mulch in the entire planting area after irrigation has been checked
- Install main sign

Task 5: Planting (RCD labor $2,666.32 + Materials $2,275)

Napa RCD will lead the volunteers during the planting day to ensure plants are installed according to plan instructions and design.

Task 6: Irrigation (RCD Labor $133.47 *Contract accounted for in Task 4, Materials accounted for in Task 5)

When the contractor returns to install the drip line to the newly installed plants, Napa RCD will supervise the work and ensure it is according to the plan.

Task 7: Community Engagement ($4,007.40)

Napa RCD will partner with the Library in engaging the community in the planting project and use the project as a tool to inspire the community. Napa RCD will conduct outreach to local media and develop at least one newsletter story and one social media post, with photos and video clips. Napa RCD will partner with Library on at least 2 outreach events, including but not limited to the following options: inclusion in Climate-Friendly Garden Tour, workshops, Storytime, etc.

Task 8: On-Call Support ($1,334.70)

Napa RCD will be available to answer questions or concerns that may arise after the planting to ensure long-term viability of the project. If additional support is needed beyond the December 2027 contract end-date, Napa RCD is happy to discuss a contract amendment that would allow for this continued support.

Task 9: Project Administration ($726.64)

Napa RCD will invoice Napa County Library quarterly. Contract will be through June 30, 2028.

EXHIBIT B
COMPENSATION

Napa County Library (Library) Pollinator Planting Scope

Budget Overview:

Expense Category	**Cost**
Napa RCD Labor	$22,512.99
Contractors and Materials	$10,790.00
Additional Services/Supplies	$ 4,697.01
Total	**$38,000.00**

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 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 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. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Contractor 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 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.

C.2.2 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 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 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 paragraph C.2.1, 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.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 Contractor 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, Contractor 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, Contractor 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 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.

C.4 Copies of Policies. 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.

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 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.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subContractors and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1239

TO: Board of Supervisors

FROM: Anthony Halstead- Director of Library Services

REPORT BY: Michelle Carreon- Supervising Staff Services Analyst

SUBJECT: Amendment No. 4 to Agreement No. 210369B with Innovative Interfaces Inc.

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 210369B with Innovative Interfaces Inc. to reflect all fiscal years and meets its payment commitments for future renewed subscription. (No Fiscal Impact)

BACKGROUND

Innovative Interface Incorporated is a joint use agreement between Napa County Library, Napa Valley College, and Solano Community College for the Polaris Integrated Library System (ILS - “library catalog”) software and hosted services. In October 2025, the board approved Amendment No. 3 of Agreement No. 210369B, which added St Helena Public Library’s subscription and implementation/migration fees allowing libraries and colleges to expand their catalog and materials sharing reach. With Amendment No. 3, the contract maximum erroneously omitted prior fiscal years’ cost in the original agreement, leaving a shortfall to pay future fiscal years’ subscriptions. Approval of Amendment No. 4 to Agreement No. 210369B with Innovative Interfaces Inc. will increase the contract by $298,761.31, for a new contract maximum of $998,761.31 to fund the remaining term for renewal of library Polaris subscriptions, which is set to expire June 30, 2029. The Library’s annual budgets appropriated the cost of subscription services accordingly, therefore there is no fiscal impact.

Requested Action:

1. Approve and authorize Amendment No. 4 to Agreement No. 210369B with Innovative Interfaces Inc. to increase contract maximum to reflect all fiscal years in the remaining contract term for the Polaris Integrated Library System (ILS - “library catalog”) software and hosted services.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the amendment will allow the library to fund the remaining term for renewal of library Polaris subscriptions.
Is the general fund affected?	No
Future fiscal impact:	The cost will be included in the recommended budget for future years in the library General Operations budget, subdivision 2020000, object 53415.
Consequences if not approved:	If not approved, the library will have exhausted the contract maximum and not be able to renew annual Polaris Integrated Library System (ILS - "library catalog") software and hosted services.
Additional Information	County Strategic Initiative: Elevate County Service and Workforce Excellence

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.

FOURTH AMENDMENT TO
NAPA COUNTY AGREEMENT No. 210369B

THIS FOURTH AMENDMENT to Agreement No. 210369B is made this 23rd day of June, 2026 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Innovative Interfaces Incorporated, a California corporation, whose mailing address is 789 E. Eisenhower Parkway, Ann Arbor, MI 48108, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on October 7, 2025, COUNTY amended the Agreement to increase the scope of work to include software subscriptions and implementation fees to add St Helena Public Library, remove Vega Discover (Premium/Consortia) software subscriptions and update the contract maximum;

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **210369B** for subscriptions to Envisionware and Polaris through Innovative Interfaces, which provides point of sale software, credit card swipes, self-check software integration and online ILS integration; and

WHEREAS, on December 23, 2023 COUNTY and CONTRACTOR amended the Agreement to increase the scope of work to include additional software subscriptions, as well as increase the contract maximum and term.

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the contract maximum so that it reflects all fiscal years and meets its payment commitments for future renewed subscription services

.

TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 210369B in accordance with the terms and conditions set forth below:

1. Exhibit "B-3" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-4", and all references in the Agreement to Exhibit "B", Exhibit "B-1" , Exhibit "B-2", Exhibit "B-3" shall mean Exhibit "B-4".
3. Paragraph 3 "Compensation" is amended to read in full as follows:
   (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-4", attached hereto and incorporated by reference herein.
   (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
   (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be nine hundred ninety-eight thousand,

seven hundred sixty one dollars and thirty one cents **($998,761.31)** for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. This Amendment No. 4 shall be effective July 1, 2026.

5. All other terms and conditions of Agreement No. 210369B shall remain in full force and effect.

IN WITNESS WHEREOF, this FOURTH Amendment of Napa County Agreement No. 210369B was executed by the parties hereto as of the date first above written.

By Signed by: Tim McGee 79DFF63810614F1...
Tim McGee - Vice President, Sales Operations

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy Date: June 2, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _ _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "B-4"
COMPENSATION

Innovative Interfaces Rate Sheet				
Term:	**Polaris**	**Envisionware**	**SHPL Polaris**	**Total Cost**
7/1/2021-6/30/2022				$103,566.91
7/1/2022-6/30/2023				$102,353.53
7/1/2023-6/30/2024				$118,935.91
7/1/2024-6/30/2025				$135,574.68
7/1/2025-6/30/2026				$141,757.01
7/1/2026-6/30/2027	$110,400.61	$9,269.88	$8,000.00	$127,670.49
7/1/2027-6/30/2028	$114,264.63	$9,594.32	$8,280.00	$132,138.95
7/1/2028-6/30/2029	$118,263.91	$9,930.12	$8,569.80	$136,763.83
Totals	**$342,929.15**	**$28,794.32**	**$24,849.80**	**$998,761.31**

Contract Maximum **$** **998,761.31**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1269

TO: Board of Trustees

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Monticello Public Cemetery District 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Monticello Public Cemetery District (MPCD) for Fiscal Year 2026-27, with total financing uses of $155,332. (Fiscal Impact: Establishes budget appropriations of $124,742; Monticello Public Cemetery District; Discretionary)

BACKGROUND

A public hearing was opened for the Monticello Public Cemetery District (MPCD) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $155,332.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Monticello Public Cemetery District for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the District will not have spending authority for fiscal year 2026-27.

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 BOARD OF TRUSTEES OF THE MONTICELLO PUBLIC CEMETERY DISTRICT ADOPTING THE DISTRICT'S RECOMMENDED BUDGET FOR FISCAL YEAR 2026-2027

WHEREAS, the Monticello Public Cemetery District ("MPCD") is a special district of the State of California located wholly within the boundaries of Napa County that is organized under the Public Cemetery District Law (Public Cemetery District Law; Health and Safety Code sections 9000, et seq.); and

WHEREAS, as authorized by California Health and Safety Code section 9026, the Napa County Board of Supervisors appointed itself to be the Board of Trustees of MPCD (the "Board"); and

WHEREAS, California Health and Safety Code section 9070 provides that on or before August 30, of each year the Board shall adopt a recommended budget which shall conform to the accounting and budgeting procedures for special districts contained in Subchapter 3 (commencing with section 1031.1) of, and Article 1 (commencing with section 1121) of Subchapter 4 of Division 2 of Title 2 of the California Code of Regulations; and

WHEREAS, California Code of Regulations, title 2, sections 1111.12 and 1121 provide that pursuant to Government Code section 53065, districts for which the governing body is the county board of supervisors or the county fiscal officers are *ex officio* officers of the district are subject to the budget provisions of Government Code sections 29000 et seq.; and

WHEREAS, on May 21, 2026, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of MPCD for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or before May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for MPCD for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of MPCD for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirements, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 are as follows:

Fund 2860 Division 28600 Monticello Public Cemetery District	**$112,742**
Fund 2860 Division 28610 Monticello Public Cemetery District – Endowment	**42,590**
Fund 2860 Total	**$155,332**

4. Pursuant to California Government Code Section 29125, the Napa County Public Works Director, acting as the MPCD Engineer (the "Engineer"), is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Board during the recommended budget hearing process will be presented to the Board by the Engineer for approval.

6. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for MPCD for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Secretary of the Board and the State Controller in the manner required by law not later than December 1, 2026.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Trustees of the Monticello Public Cemetery District at a regular meeting held on the 23rd day of June 2026 by the following vote:

AYES:	TRUSTEES	_____
NOES:	TRUSTEES	_____
ABSTAIN:	TRUSTEES	_____
ABSENT:	TRUSTEES	_____

_____
AMBER MANFREE, Chair of the
Board of Trustees,
Monticello Public Cemetery District

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE MONTICELLO PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

Fund Name		Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1		2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1270

TO: Members of the Governing Board

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Napa Berryessa Resort Improvement District 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa Berryessa Resort Improvement District (NBRID) for Fiscal Year 2026-27, with total financing uses of $2,215,811. (Fiscal Impact: Establishes budget appropriations of $2,209,812; Napa Berryessa Resort Improvement District; Discretionary)

BACKGROUND

A public hearing was opened for the Napa Berryessa Resort Improvement District (NBRID) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $2,215,811.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Napa Berryessa Resort Improvement District for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the District will not have spending authority for fiscal year 2026-27.

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. (NBRID)_____

RESOLUTION OF THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT ADOPTING THE RECOMMENDED BUDGET OF THE DISTRICT FOR FISCAL YEAR 2026-2027

WHEREAS, the Napa Berryessa Resort Improvement District ("NBRID") is a resort improvement district organized pursuant to the Public Resources Code sections 13000, et seq (the "RID Law"); and

WHEREAS, Public Resources Code section 13031 provides that the board of supervisors is the governing body of resort improvement districts, and, unless otherwise provided by the RID Law, the provisions of the County Service Area Law (Chapter 2.5 (commencing with section 25210) of Part 2 of Division 2 of Title 3 of the Government Code) shall apply to the conduct of the business of resort improvement districts; and

WHEREAS, section 25214 of the County Service Area Law provides that an annual budget must be adopted pursuant to Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the California Government Code and there are no competing provisions relating to budget adoption in the RID Law; and

WHEREAS, in accordance with California Government Code sections 29000 through 29093, the governing board of NBRID (the "NBRID Board") is required to adopt the 2026-2027 fiscal year budget for NBRID no later than October 2, 2026, and thereafter the Napa County Auditor must file the budget with the Secretary of NBRID and the California State Controller no later than December 1, 2026; and

WHEREAS, on May 21, 2026, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of NBRID for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or about May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the NBRID Board at the time, place, and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the clerk of the NBRID Board for further hearings, the NBRID Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for NBRID for the fiscal year 2026-2027.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Governing Board of the Napa Berryessa Resort Improvement District as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget of NBRID, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including those changes adopted by the NBRID Board during the budget hearings, is hereby adopted as the budget of NBRID for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein; and

3. That total financing requirements, including increases and decreases of obligated fund balance, for fiscal year 2026-2027 are as follows:

Fund 5240 Division 52400 NBRID - Operating	**$ 1,692,102**
Fund 5240 Division 52410 NBRID - Debt Service	**$ 523,709**
Fund 5240 Total	**$ 2,215,811**

4. That the 2026-2027 estimated appropriations limit, calculated in conformity with Division 9 of Title 1 of the California Government Code (commencing with section 7900), is $1,335,852 and the total annual appropriations subject to limitation are $939,304. The actual appropriations limit and annual appropriations subject to limitation will be adopted by resolution on or before October 2, 2026, once all the financial information required to compute the appropriations limit and the total annual appropriations subject to limitation is available.

5. That pursuant to California Government Code section 29125, the Napa County Public Works Director, acting as the Engineer of NBRID (the "District Engineer"), is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

6. That any capital asset(s) not authorized by the NBRID Board during the recommended budget hearing(s) for NBRID will be presented to the NBRID Board for approval by the District Engineer.

7. That pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for NBRID for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Secretary of the District and the State Controller in the manner required by law not later than December 1, 2026.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Governing Board of the Napa Berryessa Resort Improvement District at a regular meeting of the Governing Board held on the 23rd day of June 2026 by the following vote:

AYES:	DIRECTORS	_____
NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

_____
AMBER MANFREE, Chair of the Governing Board, Napa Berryessa Resort Improvement District

---

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	**LBRID**	**NBRID**	**CFD- MST**
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1291

TO: Members of the Governing Board

FROM: Tracy Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: Fiscal Year 2026-27 Budget Carry Forward for Continued Projects and Related Contract Encumbrances

RECOMMENDATION

Approve the carry forward Budget Amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed for Napa Berryessa Resort Improvement District as of June 30, 2026. (Fiscal Impact: Revenues of $112,033, Expenditures of $187,691, Napa Berryessa, Not budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Due to the size of the projects and timing of contract awards, projects are often started in one fiscal year, yet completed in a future year.

Attachment A provides listing of current Capital Improvement Projects with related contracts to be rolled over to the new fiscal year, in the amount of $187,691. Revenues of $112,033 listed are not yet received and will be carried forward budgeted amounts to be received in the following year. The remainder of funds needed for these projects have already been restricted through the project approval or contract encumbrance process and will flow into the following year.

None of the items listed on this attachment were included in the Fiscal Year 2026-27 budget. Once all June invoices are paid, these amounts will be adjusted and final carry forward budgets will be determined. The Auditor-Controller will provide a final listing as part of the year-end letter for the ratification of the final appropriations to be carried forward.

Requested Action:

Approve and authorize the carry forward budget amendment for Fiscal Year 2026-27, of estimated Fiscal Year 2025-26 remaining budget and related contract encumbrances for projects not completed as of June 30, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue sources include planned use of fund balance, grants, or other revenue sources specifically related to these items. Please see Attachment A for a detailed listing.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the continuation of work on these projects in Fiscal Year 2026-27.
Is the general fund affected?	No
Future fiscal impact:	Carry forward budgets and appropriations are needed for encumbrances and commitments entered into during the current fiscal Year or prior year that have not been completed or fulfilled by June 30, 2026. These projects have not been re-budgeted as part of the 2026-27 adopted budget.
Consequences if not approved:	Failure to approve the carry forward budgets will impede the smooth operation of continuing active projects and cause a delay in getting contractors/vendors paid timely.

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 Berryessa Resort Improvement District
Estimated CIP Carryforward detail listing
June 30, 2026

ATTACHMENT A

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
NBRID						
5240	5240500	16022 (USDA Bond - Wastewater Depr Rsv)	$ 58,966	$ -		$ -
5240	5240500	16023 (USDA Bond - Water Depr Resv)	53,067	-		-
5240	5240500	21071 (USDA Depreciation Reserve Wastewater Projects)	-	33,547		-
5240	5240500	21072 (USDA Depreciation Reserve Water Projects)	-	40,686		-
5240	5240500	25046 (SCADA System Upgrades)	-	113,458	250410B-26 Telstar Instruments	113,458
		Total CIP Revenue/Appropriations Carryforward	**$ 112,033**	**$ 187,691**	**Total CIP Contract Balances to Carryforward**	**$ 113,458**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1120

TO: Housing Authority Commissioners

FROM: Emma Moyer, Interim Executive Director of Housing Authority

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: Acceptance of Account Receivable and Pre-Paid Balance Write-Offs for Napa County Housing Authority

RECOMMENDATION

Accept and file accounts receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2026. (Fiscal Impact: $1,643 Expense; Napa County Housing Authority Fund; Budgeted; Discretionary)

BACKGROUND

Napa County Housing Authority policy and procedures for Collection Monitoring of Prepaid Lodger Accounts (Section C-Write-off of Pre-Paid Lodger Accounts) and Collection Monitoring of Past Due Accounts (Section C -Past Due Accounts) require staff to make recommendations to the Authority to remove funds from revenue for lodgers who have departed at least 18 months. Staff request Account Receivable Write-off in the amount of $1,420 and Pre-Paid Write-off in the amount of $223.

The Authority has an agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees, who are the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is $18.00 per day.

Staff have engaged Napa County Auditor-Controller's Office (ACO) to perform quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during Fiscal Year 2025-2026. Based on the most recent audit (Quarter ending Marcy 31, 2026), the ACO recommended the following write-offs: Accounts Receivable Total Recommended Write off-$1,420, and Pre-Paid Balances Total Recommended Write off $223.

Accounts Receivable Breakdown By Center

River Ranch - $424

Mondavi - $772

Calistoga - $224

Pre-Paid Breakdown By Center

River Ranch - $176

Mondavi - $47

Calistoga - $0

Staff will record an accounting entry to decrease revenue for approved abandoned accounts and increase a liability account as prescribed by the ACO. CHDC or the contract operator and Authority staff will maintain a list of abandoned accounts for five years. Should a lodger return during the retention period then any pre-paid balance that has not been remitted to the State of California shall be either a reduction to Lodger's fees if Lodger is staying on property or paid to individual by cash or check.

Requested Action:

1. Accept and file accounts receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Farmworker Housing Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Napa County Housing Authority has created a write-off policy to be able to clear the books of old accounts.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The charges would stay on the books and continue to appear in audit reports.

Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence.

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.

Acceptance of the Account Receivable and Pre-Paid Balance Write-Offs
for Napa County Housing Authority
(Lodgers, departed for at least 18 months as of March 31, 2026)

I. PrePaid Write-Offs

Center	Lodger Count	Amount
River Ranch	2	$ 176.00
Mondavi	1	$ 47.00
Total	3	$ 223.00

Center	Date Lodger Departed	Lodger #	Prepaid Balance
River Ranch	12/23/2023	23-21	$ 112.00
River Ranch	3/8/2024	24-48	$ 64.00
Mondavi	9/6/2024	24-53	$ 47.00
Total Recommended Pre-Paid Write-Offs			$ 223.00

Contract operator's efforts to return funds: Phone Calls

II. Account Receivable Write-Offs

Center	Lodger Count	Amount
River Ranch	2	$ 424.00
Mondavi	4	$ 772.00
Calistoga	1	$ 224.00
Total	7	$ 1,420.00

Center	Date Lodger Departed	Lodger #	Account Receivable
River Ranch	9/25/2024	24-85	$ 408.00
River Ranch	11/22/2023	23-21	$ 16.00
Mondavi	2/29/2024	24-35	$ 464.00
Mondavi	1/22/2024	24-55	$ 160.00
Mondavi	3/2/2024	24-67	$ 80.00
Mondavi	8/13/2024	24-106	$ 68.00
Calistoga	1/12/2024	24-61	$ 224.00
Total Recommended A/R Write-Offs			$ 1,420.00

Contract operator's efforts to collect funds: Phone Calls

1195 THIRD STREET
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1272

TO: Housing Authority Commissioners

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Napa County Housing Authority 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa County Housing Authority (NCHA) for Fiscal Year 2026-27, with total financing uses of $3,770,739. (Fiscal Impact: Establishes budget appropriations of $2,840,215; Napa County Housing Authority; Discretionary)

BACKGROUND

A public hearing was opened for the Napa County Housing Authority (NCHA) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses of $3,770,739.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Napa County Housing Authority for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the Authority will not have spending authority for fiscal year 2026-27.

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. _____ (NCHA)

A RESOLUTION OF THE NAPA COUNTY HOUSING AUTHORITY, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET OF THE HOUSING AUTHORITY FOR FISCAL YEAR 2026-2027

WHEREAS, the statutory procedures relating to the operation of a county housing authority which are set forth in the Health and Safety Code (commencing with section 34200, et seq.) provide that a county housing authority has all the powers necessary or convenient to carry out the purposes of the authority; and

WHEREAS, these statutory procedures do not directly address the budgetary process housing authorities should follow, but Health and Safety Code section 34327.6 provides that a budget must be prepared and filed with the Department of Housing and Community Development each year that an audit is required; and

WHEREAS, Government Code section 29002 provides that the statutory budgetary process applicable to counties shall apply to special districts whose affairs and finances are under the supervision and control of the Board of Supervisors; and

WHEREAS, the Napa County Housing Authority (hereafter the "Authority" or "NCHA") has determined that this principle is, or should be, applicable in Napa County to housing authorities, such as the NCHA, whose affairs and finances are under the supervision and control of the Board of Supervisors; and

WHEREAS, to implement this determination NCHA has previously adopted a resolution requiring that the budgetary process to be followed by NCHA shall be the county budgetary requirements set forth in Chapter 1 of Division 3 of Title 3 of the California Government Code (commencing with section 29000) to the extent it is not inconsistent with the Housing Authorities Law; and

WHEREAS, notice of the availability of the budget and the date of the hearing on the budget was published on May 21, 2026, all pursuant to Government Code Section 29080; and

WHEREAS, the recommended budget of NCHA for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or about May 29, 2026, in the manner required by law; and

WHEREAS, hearings were held by NCHA, as designated in the published notice, to consider and discuss the various items contained in the recommended budget; there are no requests or applications on file with NCHA for further hearings, NCHA has declared the hearings concluded, and it is now the time to adopt the recommended budget of NCHA for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Commissioners of NCHA, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. That the recommended budget, including those changes adopted by NCHA during the budget hearings, is hereby adopted as the budget of NCHA for fiscal year 2026-2027, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. That total financing requirements, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 are as follows:

Fund 5060 Division 50600	**NCHA - Administration**	**$1,618,549**
Fund 5060 Division 50605	**NCHA - Farmworker Centers**	**$2,152,190**
	Total Fund 5060	**$3,770,739**

4. Pursuant to California Government Code section 29125, the Napa Chief Executive Officer, as chief executive officer of the Authority, is authorized to approve transfers and revisions of appropriations for the Authority in the manner set forth in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Authority Board during the recommended budget hearing process will, prior to acquisition, be presented by the Napa Chief Executive Officer, as chief executive officer for the Authority, to the Authority Board for approval.

6. Pursuant to California Government Code section 29093, a copy of the adopted budget for the Authority for fiscal year 2026-2027 shall be filed with the Secretary of the Authority and with the State Controller by the Authority's Auditor as required by law.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Commissioners of the Napa County Housing Authority, State of California, as the governing board of NCHA, at a regular meeting of said Commission held on the 23rd day of June 2026 by the following vote:

AYES:	DIRECTORS	_____
NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

_____
AMBER MANFREE, Chair of the
Board of Commissioners of the Napa County
Housing Authority

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1118

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: Agreement No. 270024B with Lexipol, LLC.

RECOMMENDATION

Approve and authorize Agreement No. 270024B with Lexipol, LLC for the term July 1, 2026 through June 30, 2029, with a total contract maximum of $69,500 to review, revise, and create department policies and procedures. (Fiscal Impact: $22,025 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Lexipol policy and procedure services began in Fiscal Year 2020-2021 with Probation. The Department does not have the resources and legal expertise to maintain a Policy Manual which needs creation, revision, and implementation to limit risk and enhance personnel safety.

Lexipol provides fully developed, updated, state-specific policies based on nationwide standards and best practices while incorporating state and federal laws and regulations where appropriate. Lexipol's services include Daily Training Bulletins (DTBs) which are designed to help staff learn and apply the Department's policy content through 2-minute training exercises that entail:

- Scenario-based training that ties policy to real-world application
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each DTB includes a question that confirms the user understands the training objective
- DTBs can be completed via computers, smartphones, tablets, or other mobile devices
- Reports show DTB completions by staff member and topic.

The contract maximum for each fiscal year is as follows:

Fiscal Year 2026-2027:	$22,025
Fiscal Year 2027-2028:	$23,126
Fiscal Year 2028-2029:	$24,282

Requested Action:

Approve and authorize Agreement No. 270024B with Lexipol, LLC. for the term July 1, 2026 through June 30, 2029, with a contract maximum of $69,500.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Policies that are out of date, non-compliant or lacking could result in plaintiff award. The request for professional services in policy development and implementation is pre-emptive and may prevent successful civil litigation with matters related to Probation operations.
Is the general fund affected?	Yes
Future fiscal impact:	With a three-year term, subsequent fiscal years will be budgeted accordingly.
Consequences if not approved:	The department will not be in compliance with current legislation, policy and practice.
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

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. 270024B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and LEXIPOL, LLC. whose address is 2611 Internet Boulevard, Suite 100, Frisco TS 75024, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services, as authorized by Government Code section 31000, in order to review, revise and create the Probation Department's policies and procedures.

B. Consultant was selected to provide professional services without a competitive process due to exigent circumstances of specialized legal team services to develop and maintain of law enforcement policies.

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, 2029, 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.

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 SIXTY-NINE THOUSAND, FIVE HUNDRED DOLLARS ($69,500); 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 Department	Lexipol, LLC
Staff Services Manager	Attn: Legal and Compliance
212 Walnut Street	2611 Internet Blvd., Suite 100
Napa, CA 94559	Frisco, TX 75034

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 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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).

LEXIPOL, LLC

By _____
JOHN BLAHA
Chief Executive Officer

LEXIPOL, LLC

By _____
JAN ROOS
VP, Compliance & General Counsel

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: *Doug Parker (via e-sign)*
Deputy County Counsel

Date: June 1, 2026

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide County with the following:

1. **Policy Manual**
   Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Consultant's comprehensive policy manual covers all aspects of County's operations.
   - More than 155 policies researched and written by public safety attorneys and subject matter experts
   - Policies based on State and federal laws and regulations as well as nationwide best practices
   - Content customized to reflect your agency's terminology and structure

2. **Daily Training Bulletins (DTBs)**
   The best policy manual lacks effectiveness if it's not backed by training. Consultant's Daily Training Bulletins are designed to help County's personnel learn and apply County's policy content through 2-minute training exercises.
   - Scenario-based training ties policy to real-world applications
   - Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
   - Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
   - Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
   - Reports show completion of Daily Training Bulletins by County staff and topic

3. **Policy Updates**
   Consultant's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, Consultant creates new and updated policies and provide to County, making it simple and efficient to keep policy content up to date.
   - Updates delivered to County through Consultant's web-based content delivery platform
   - Changes presented in side-by-side comparison against existing policy so County can easily identify modifications/improvements
   - County can accept, reject or customize each update

4. **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Consultant's online content delivery platform, called KMS, provides secure storage and easy access to all County policy and training content, and Consultant's KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect County's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of County's policy manual
- Mobile app provides in-the-field access to policy and training materials

5. **Reports**

   Consultant's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

   - Track and report when County personnel have acknowledged policies and policy updates
   - Produce reports showing completion of Daily Training Bulletins
   - Sort reports by County staff, topic and other subgroups (e.g., shift, assignment)
   - Reduce County time verifying policy acknowledgement and training completion

6. **Supplemental Publication Service**

   Consultant's Supplemental Publication Service (SPS) streamlines the storage of County's content, giving County one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

   - Electronically links department-specific procedural or supplemental content to County's manual
   - Provides electronic issuance and tracking for County's procedural or supplemental content
   - Allows County to create Daily Training Bulletins against your procedural content
   - Designed for standard operating guidelines, procedures, general orders or field guides

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Term One – Fiscal Year 2026-27 (2026-07-01 to 2027-06-30)		
Description	**Unit Price**	**Extended**
Annual Probation Supplemental Manual(s)	$1,855.01	$1,855.01
Annual Probation Policy Manual & Daily Training Bulletins	$20,170.11	$20,170.11

Term Two – Fiscal Year 2027-28 (2027-07-01 to 2028-06-30)		
Description	**Unit Price**	**Extended**
Annual Probation Supplemental Manual(s)	$1,947.76	$1,947.76
Annual Probation Policy Manual & Daily Training Bulletins	$21,178.62	$21,178.62

Term Three – Fiscal Year 2028-29 (2028-07-01 to 2029-06-30)		
Description	**Unit Price**	**Extended**
Annual Probation Supplemental Manual(s)	$2,045.15	$2,045.15
Annual Probation Policy Manual & Daily Training Bulletins	$22,237.55	$22,237.55

Total for the 3-Year Term: $69,434.20

Payment Schedule for each Fiscal Year:

- Consultant shall invoice 50% at the commencement of service
- Consultant shall invoice remaining 50% on April 1

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.

EXHIBIT D
ADDITIONAL TERMS AND CONDITIONS

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Napa County Probation (Agency) under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.
   1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.
   1.2 "Agency Data" means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.
   1.3 "Agreement" means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.
   1.4 "Custom Agreement Terms" refers to any contractual terms contained within Exhibit A to this Agreement. Custom Agreement Terms override and supersede the Terms contained in this Exhibit C.
   1.5 "Initial Term" means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.
   1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.
   1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.
   1.8 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.
   1.9 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.
   1.10 "Sponsor Organization" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.
2. **Term; Renewals; Termination.** This Agreement becomes enforceable upon signature by Agency's authorized representative(s), and effective as of the Initial Term Start Date. Unless Agency provides written notice of non-renewal to Lexipol as set forth in Paragraph C.3.1.

2.1 Non-Renewal. To avoid renewal of this Agreement or a specific Service, Agency must issue written notice to Lexipol at least thirty (30) days before the end of the then-current Term by emailing customersupport@lexipol.com. If a non-renewal notice is not timely received as required herein, Agency will be obligated to pay all Service fees for the applicable Renewal Term in accordance with this Agreement, regardless of whether Agency later provides notice of non-renewal or notice of termination.

2.2 Renewal Service Updates. At renewal, Agency may add and/or remove one or more Services (a "Service Update") Any Service Update will be documented in an updated Exhibit A (Selected Services and Associated Fees) or other written confirmation issued by Lexipol and accepted by Agency, and the fees for the applicable Renewal Term will be adjusted accordingly. If Agency does not timely provide notice of a Service Update, the Services and fees in effect for the then-current Term will carry forward into the next Renewal Term. For clarity, a Service Update is not a termination of this Agreement.

2.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Lexipol may allow for limited ongoing access to the Services or suspend Agency's access if payments for Service fees remain outstanding. Termination or expiration of this Agreement shall not relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations. For clarity, fees for any Renewal Term that begins due to Agency's failure to deliver timely notice of non-renewal are deemed fully earned and payable for that Renewal Term, subject only to any express refund or proration rights stated in this Agreement.

3. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

4.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordiscos wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

4.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during

the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

4.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services and Lexipol's offerings, retaining records in the regular course of business, and complying with applicable legal obligations. Without limiting the foregoing, Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain an information security program reasonably designed to protect Agency Data and consistent with prevailing industry standards for similarly situated service providers. Lexipol will notify Agency without undue delay, and in any event within three (3) days, after Lexipol confirms any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a

personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

4.6 Restrictions on Use of Third-Party Platforms (including AI). Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including any Agency policy manuals, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For clarity, this Section does not prohibit Agency from using generally available document storage, email, or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

4. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise

its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

5. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES IN EXHIBIT B DURING THE TERM. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.
6. **Limitation of Liability**. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.
7. **General Terms**.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or

unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1254

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Agreement with Satellite Tracking of People, LLC (STOP), Amendment No. 3

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 200078B with Satellite Tracking of People, LLC. to extend the term on a month-to-month basis, with no change to the maximum compensation, to provide juvenile and adult electric monitoring for the Probation and Corrections department. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The ability of the County to operate and manage successful electronic monitoring programs through the Probation and Corrections department requires a reliable vendor to provide electronic monitoring equipment and services that meet industry standards and produce reliable results. The County has been providing these services for a number of years as a component of the criminal justice continuum to provide a community-based alternative to detention for juveniles and adults who are deemed not to pose a danger to society, supporting those on pretrial release as well as those authorized to serve all or part of their sentence outside of the Jail and Juvenile Hall so that they may remain in the community and continue to attend work and school.

The County issued a Request for Proposal for Global Positioning System (GPS) services in March 2026 and it is still in process. This Amendment extends the term on a month-to-month basis with the incumbent to ensure no disruptions to county operations until a new agreement is finalized and Board approved.

Requested Action:

Approve and authorize Amendment No. 3 to Agreement No. 200078B to extend the term from July 1, 2026 through July 31, 2026, and month-to-month thereafter beginning August 1, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000 and Corrections, 1400001
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Probation utilizes electronic monitoring for high-risk juveniles and adult sex offenders. Corrections utilize electronic monitoring for home detention
Is the general fund affected?	Yes
Future fiscal impact:	It is expected for the agreement to term prior to June 30, 2027, and therefore, no future fiscal impact.
Consequences if not approved:	The Departments will not have a vendor to provide electronic monitoring services impacting community safety until a new contract is established with the selected vendor from the RFP process.
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

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. 200078B
AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 200078B is made and entered into as of this 1st day of July 2026 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and Satellite Tracking of People LLC, whose mailing address is 5353 W. Sam Houston Parkway N, Houston, Texas, 77041, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, on August 1, 2019, County and Consultant entered into Napa County Agreement No 200078B (the "Agreement"), under which Consultant agreed to provide juvenile and adult electronic monitoring for the Probation and Corrections departments; and

WHEREAS, on July 1, 2024, County and Consultant agreed to extend the term of the Agreement an additional one year; and

WHEREAS, on July 1, 2025, County and Consultant agreed to extend the term of the Agreement an additional one year and amended the professional fees; and

WHEREAS, County and Consultant now desire to extend the term of the Agreement an additional fiscal year on a month-to-month basis; and

WHEREAS, Consultant 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 and Consultant hereby amend Napa County Agreement No. 200078B as follows:

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

> **Term of the Agreement.** The term of this Agreement shall commence on August 1, 2019 and shall expire on July 31, 2026 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of Consultant to County shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention) on a month-to-month basis, starting August 1, 2026.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

Remainder of Page is Blank

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IN WITNESS WHEREOF, this Amendment No. 3 to Agreement No. 200078B was executed by the parties hereto as of the date first above written.

SATELLITE TRACKING OF PEOPLE, LLC.

By_____
KEVIN ELDER, President and Acting CEO

NAPA County, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Douglas Parker (via e-sign)* Deputy County Counsel Date: May 29, 2026	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:_____

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1186

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Budget Amendment for "PBES Remodel Project," PW 23-30 and approval of Amendment No. 1 to Agreement No. 260188B with TLCD Architecture Inc.

RECOMMENDATION

Approve a Budget Amendment; and approve and authorize Amendment No. 1 to Agreement No. 260188B with TLCD Architecture Inc. to increase the maximum contract amount from $110,641 to $324,552 to provide construction documents and construction support services for the PBES Remodel Project, PW 23-30. (Fiscal Impact: $213,911 Expense; General Fund; Discretionary)

[4/5 vote required]

BACKGROUND

The Planning, Building and Environmental Services Department (PBES) located on the second floor of the Administration Building identified the need to re-evaluate its workspace to facilitate the department's growth, improve security, consolidate divisions to foster collaboration within teams, and reconfigure work areas to create an efficient work environment for staff. This project was initially created on August 22, 2023, with a scope consisting of lobby/reception modifications and work area modifications in the East side of the department.

The project was put on pause due to financial constraints and the development of the Facilities Master Plan. Following the decision to pause the Facilities Master Plan, it was decided that this project is once again necessary. Since the project's pause, PBES remodeled the workstations in the East side of the department and now requires a change to the original scope of work to meet PBES' needs. The revised scope of work generally consists of modifications to the reception area, copy room, permit center, and West side furniture and cubicle arrangement, which will allow the PBES department to consolidate on the second floor.

On October 21, 2025, the Board approved a budget amendment of $119,500 and approved and authorized Agreement No. 260188B with TLCD Architecture, Inc. (TLCD) to provide a schematic design package. The initial budget amendment of $119,500 funded the initial agreement amount of $110,641 and included $8,859 to

support County project management activities. The schematic design package explored different areas (lobby, reception area, copy room, permit center, plans hallway, west side layout, breakroom, etc.) and provided an approximate construction cost for improvements of each area. Based on the preliminary plan and construction estimate within the schematic design package provided by TLCD and the estimated project budget, Public Works worked with PBES to determine what scope is necessary to satisfy PBES' needs and what can be eliminated to keep the project within an achievable budget.

Staff has finalized a scope that will allow PBES to consolidate all employees on the second floor within an achievable budget and is requesting approval of Amendment No. 1 in the amount of $213,911 to authorize TLCD to prepare construction documents. Staff requests a budget transfer of $213,911 from the General Fund, PBES - Division to fund Amendment No. 1 as well as support County project management activities. Staff will return to the Board for approval of the final plans and authorization to solicit bids.

The total estimated project cost is $2.0 million; however, this estimate will be validated upon receipt and opening of construction bids. Of the total project cost, approximately $750,000 is anticipated to be funded through remaining funds from the South Campus Building Maintenance Project (Project 22008).

The recommended Fiscal Year 2026-27 budget includes $5.15 million for Other Building Capital Improvement Projects, funded through Accumulated Capital Outlay. These funds will initially be budgeted within CIP00 - Uncommitted Projects and subsequently allocated to individual projects as they advance.

It is anticipated that $750,000 of the FY 2026-27 budget allocation described above will be used to fund construction of this project. Based on current cost estimates, no additional funding is anticipated beyond the amount being requested today and the previously identified funds from Project 22008 and the FY 2026-27 Capital Improvement Program allocation.

This project is proposed to be constructed in the winter of 2026.

Requested Actions:

1. Approve a Budget Amendment for the following (4/5 vote required):

    a. Release the balance of the General Fund Assignment for the PBES Remodel project in the amount of $200,089, bringing the fund balance assignment to $0.00, to increase the General Fund Available Fund Balance, and

    b. Increase appropriations in General Fund, PBES Division, Transfers-out (Fund 1000, Sub-Division 1700000, Account 56100) by $213,911, offset by use of General Fund Available Fund Balance; and

    c. Increase appropriations in Project 24005 - PBES Remodel (Capital Improvement Fund 3000, CIP-Administration Building Sub-Division 3000500) for Consulting Services (52310) in the amount of $213,911, offset by transfer-in revenues from the General Fund (48200).

2. Approve and authorize Amendment No. 1 to Agreement No. 260188B with TLCD Architecture, Inc. for an additional $213,911, and therefore, for a new maximum contract amount of $324,552 to provide construction

documents and construction support services for the PBES Remodel Project, PW 23-30.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project will provide much needed reconfiguration of workspaces which will allow for a more efficient work environment.
Is the general fund affected?	Yes
Future fiscal impact:	Staff will return to request another budget to fund the project through the construction phase.
Consequences if not approved:	The Planning, Building, and Environmental Services Department will continue to struggle with department growth, security, and the ability to foster an efficient work environment for staff.
Strategic Initiatives:	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. 260188B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **of NAPA COUNTY AGREEMENT NO. 260188B** is made and entered into as of this 16th day, of June 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and TLCD ARCHITECTURE, a California corporation, whose business address is 520 Third Street #250, Santa Rosa, CA, 95401, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on October 21, 2026, COUNTY entered into Napa County Agreement No. 260188B (the "Agreement") with CONSULTANT to obtain specialized services, as authorized by Government Code section 31000, to provide architectural and engineering services to evaluate, provide recommendations, and provide design services to remodel the Planning, Building, and Environmental Services (PBES) Department on the 2nd floor of the County's Administration Building; and

WHEREAS, the parties now desire to amend the Agreement to revise the scope of work for the project and to increase the compensation accordingly.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONSULTANT hereby amend the Agreement as follows:

1. Paragraph 1.1 of the Agreement is amended to read in full as follows:

   Scope of Services. CONSULTANT shall provide COUNTY those services set forth in Exhibit "A" attached to this Agreement as originally approved, incorporated by reference herein, and on and after the date first above written, those additional services set forth in Exhibit "A-2" and in accordance with Attachment "A.2," attached to this Amendment No. 1, said exhibits being incorporated herein by this reference.

2. Paragraph 1.2 of the Agreement is amended to read in full as follows:

   Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit "A" as originally approved, and on and after the date first above written, the revised schedule set forth in Exhibit "A-2." Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit "A" as originally approved, and on and after the date first above written, the revised schedule set forth in Exhibit "A-2."

3. Paragraph 3.1.1 of the Agreement is amended to read in full as follows:

Rates. County shall pay Consultant the fixed price of Three Hundred Twenty-Four Thousand Five Hundred Fifty-Two Dollars ($324,552).

4. Paragraph 3.1.3 of the Agreement is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs 3.1.1 and 3.1.2 or any other provision of this Agreement, the maximum payments under this Agreement shall be **THREE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FIFTY-TWO and 00/100 DOLLARS** (**$324,552.00**) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

5. As of the effective date of this Amendment, Exhibit "A" of the Agreement is replaced in full by Exhibit A-2, attached hereto and incorporated herein to reflect the changes in the Scope of Work.

6. As of the effective date of this Amendment, Attachment "A.1" of Exhibit "A" is replaced in full by Attachment "A.2," attached hereto and incorporated into Exhibit A-2 of this Amendment No. 1.

7. Electronic Signatures. This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

8. This Amendment No. 1 shall be effective as of the date first written above.

9. Except as provided in paragraphs 1 through 8, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 1 of Napa County Agreement No. 260188B as of the date first above written.

TLCD ARCHITECTURE, a California Corporation

By_____
JASON BRABO, AIA C29362
Principal/President

By_____
STACEY WALKER, NCIDQ
Principal/Vice President

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: June 3, 2026 [*Doc No 13115818]*	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A-2

SCOPE OF SERVICES

I. Description of Goods and/or Services

CONSULTANT shall provide architectural and engineering services to COUNTY for the PBES Remodel Project in accordance with CONSULTANT's proposal dated May 26, 2026, attached as "Attachment A.2."

A. All professional services work shall commence within three (3) weeks after the Agreement has been executed by the parties. All professional services work as stated in Amendment No. 1 to the Agreement shall commence on the effective date of Amendment No. 1.

B. References in Attachment A.2 to "TLCD," "our," "we," or "TLCD and Engineering team" shall mean "Consultant."

C. References in Attachment A.2 to "you," "PBES team," or "OWNER" shall mean "County."

II. Schedule

CONSULTANT shall perform the Scope of Services in accordance with this schedule:

Task or Milestone	Duration
Construction Document Phase	10 weeks
Bid Phase	8 weeks
Construction Administration Phase	16 weeks

TLCDARCHITECTURE
520 Third St. #250
Santa Rosa, CA 95401
o: 707.525.5600
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tlcd.com

May 21, 2026

Estrella Munoz
Department of Public Works
County of Napa
1195 Third Street, Suite 101
Napa, CA 94559

Dear Estrella,

TLCD Architecture is pleased to present you with the proposal for architectural and engineering services for Design Development through Construction Administration of the interior improvements for the Planning, Building and Environmental Services (PBES) suite in the Napa County Administration Building at 1195 Third Street. The proposal includes structural, architectural, interior design, furniture selection and specification, mechanical, electrical, low voltage, lighting, fire alarm system, energy analysis, specifications and cost estimating services for modifications on the 2nd floor; scope is based on the executed Enhanced Schematic Design deliverables and confirmation of scope from the client team per email on 3/27/2026 and subsequent email regarding confirmation of construction strategy on 4/23/2026.

Our proposed scope of services and fees is described as follows:

Project Description

1. Remodel of Admin Area including Plans Hallway
2. Alteration of existing Copy Area
3. West side furniture
4. Creation of private offices
5. Remove Office 218 to make room for open office furniture
6. New Conference Rooms
7. Relite to match existing doors at existing offices
8. Paint entire floor where construction occurs

The project areas that have been eliminated from the Schematic Design set are the following:

1. Breakroom casework, flooring, furniture, scientific specimen refrigerator
2. Office 221 removal and conversion into a Lounge

TLCD and Engineering team scope anticipates providing a single set of documents. The project documents will not be phased. The scope for the new finishes will utilize material selections made within the 2023 project except for new paint selections.

TLCD will provide furniture plan and bid specifications to be included in the project documents for the bidding Contractors.

TLCD will also provide architectural project management for the duration of the project.

Scope of Work

See attached Scope of Services

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tlcd.com

Consultants

TLCD will provide project management, interior design, and architectural design services. Structural, Mechanical, and Electrical Engineering, T24 and CALGreen, Cost Estimating and Specifications are included in this proposal and will be provided by the following consultants:

- ZFA Structural Engineering
- R & A Engineering Solutions Inc., Mechanical Engineering
- O'Mahony & Myer, Electrical and Low Voltage Engineering, Lighting Design and Fire Alarm
- Cumming Group, Cost Estimating
- Energy Analytica
- John Raeber

Fee Proposal:

See attached Fee Matrix

In addition, we will bill customary reimbursable expenses at 1.1 times actual cost.
Thank you for this opportunity to assist you with this project.

Sincerely,
TLCD Architecture

Stacey Walker, NCIDQ, IIDA, LEED AP
Principal

Attachments: Amendment 01
Scope of Services
Fee Projections spreadsheet
Consultant Proposals

TLCDARCHITECTURE
520 Third St. #250
Santa Rosa, CA 95401
o: 707.525.5600
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tlcd.com

DATE: 5/26/2026

AMENDMENT NO. 01

TO: ESTRELLA MUNOZ

OWNER: NAPA COUNTY

PROJECT: PBES TENANT IMPROVEMENT PROJECT NO. 20250059

CONTRACT AMENDMENT

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Napa County and TLCD Architecture, dated October 21, 2025.

Item No. 1:

A. See the Cover Letter and Scope of Services Document for Inclusions, Exclusions and Assumptions.

Item No. 2:

A. The contract currently includes an unused Contingency total of $14,500 that was unused during the SD Phase. We propose shifting these dollars to cover the CD fees requested in the Fee Matrix and totaled below.

Following is a breakdown of fees:

• TLCD Architecture	$122,000
○ Furniture	$17,000
• ZFA Structural Engineers	$ 10,000
• R & A Engineering Inc.	$ 11,000
• O'Mahony & Myer Engineering	$ 36,500
• Energy Analytica	$ 4,116
• Cumming Group	$ 9,545
• John Rabear	$ 3,750
SubTotal	**$213,911**

The total fees shall increase from the current fees of $110,641.00 to $324,552.00. In witness whereof, the parties hereto have executed this Amendment on the day and year first written above.

SIGNATURE BOX INCLUDED IN THE DOCUMENT ISSUED BY THE CONTRACTOR HAS BEEN INTENTIONALLY OMITTED FROM THIS ATTACHMENT; PARTIES ARE TO INDICATE THEIR AGREEMENT TO THESE ADDITIONAL SERVICES BY SIGNING ON PAGE 3, ABOVE

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SCOPE OF SERVICES

Construction Document Phase (10 weeks)

Upon authorization to proceed with Construction Documents and receipt of a complete and approved set of Design Development Documents and any adjustments in the scope, quality, schedule or construction budget authorized by OWNER, TLCD shall prepare Construction Documents setting forth, in detail, the applicable requirements for the construction of the Project. Services provided by TLCD:

1. Finalize building code analysis
2. Finalize architectural building floor plans, wall sections, interior elevations and reflected ceiling plans, details and schedules.
3. Review single cohesive finish palette of previously selected materials for approval by OWNER.
4. Coordination with consultant team.
    a. Structural review of details.
    b. Mechanical, Electrical/Low Voltage plans, details, and specifications.
    c. Construction Cost Estimating.
    d. CALGreen and Title 24 analysis
5. Assemble Project Manual.
6. Finalize code analysis.
7. Complete furniture plan, and bid specification documentation.
8. Issue Construction Documents to TLCD's consultants and OWNER for review and coordination.
9. Issue Construction Documents to Cost Estimator for completion of cost estimate.
10. Review Cost Estimate for completeness and issue to OWNER for review and direction for minor revisions (less than 5%) to align with established budget.
11. Issue Construction Documents to the OWNER for submittal, by the OWNER, to the County for plan check and permits.
12. Issue the Construction Documents to the OWNER for bidding.
13. Attend up to four (4) meetings.
    a. Up to two(2) in-person meetings assumed.
14. Prepare and issue meeting minutes.

Materials provided by the OWNER and their consultants:

1. Equipment list with cut sheets.
2. Divisions 00 and 01 prepared/provided by OWNER including Bid requirements for Alternate Night Work or Quiet Hours/Days.

Plan Check/Permit Phase

During the plan check/permit phase of the Project, TLCD will assist OWNER in connection with OWNER's responsibility for filing documents required for the approval of the County.

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Services Provided by TLCD:

1. Submit Construction Documents to OWNER for submittal to the building department for plan check.
2. Assist OWNER during plan check/permit process and review and take appropriate action upon plan check comments received from the County.

TLCD shall be entitled to Additional Services compensation for revisions to the Construction Documents as may be required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of the Construction Documents.

Bid Phase (8 weeks)

During the bid phase of the Project, TLCD will assist OWNER in responding to bidding contractors through site walk, and written response for the OWNER to distribute to bidding contractors according to the applicable requirements of the Public Contract code.

Services Provided by TLCD:

1. Assist with coordination of bid documents for OWNER distribution.
2. Attend no more than two (2) Site Walks with Contractors.
3. Review construction bid questions and provide responses.
4. Review furniture bid questions and provide responses.
5. Prepare Addendums as required.

Construction Administration Phase (16 weeks)

Construction Administration services vary by project and your preferred level of our involvement. As such, it is expected that we will work together to confirm the scope of these services, which may include:

Services Provided by TLCD:

1. Attend weekly OAC meetings where Contractor is responsible for meeting minutes during the estimated four (4) month construction schedule. A maximum of six (6) site visits during course of construction, all others will be attended via conference call.
2. Prepare and issue bulletins and clarifications.
3. Review and take appropriate action on requests for information, and shop drawings, product data and samples required of the OWNER by the Construction Contract.
4. During the Construction Administration Phase, conduct the site visits (quantified in Item 1 above) to become generally familiar with the progress and quality of the Work, determine whether the Work is being performed in a manner indicating it will, when completed, conform to the Construction Documents, and evaluate the status of the

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Work for purposes of determining the dates of Substantial Completion and final completion.

5. On the basis of on-site observations, TLCD shall keep OWNER informed of the progress of the Work.
6. Prepare and issue field reports documenting observations.
7. Based on our observations and evaluations of the Contractor's Applications for Payment, review and advise you of the amounts due the Contractor.
8. Review Contractor's Applications for Payment.
9. Assist OWNER in evaluating Change Orders and Construction Change Directives for execution in accordance with the Contract Documents and, if necessary, authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents.
10. Review Contractor's punch list upon completion of the Project.
11. Document punch list in one site visit (quantified in Item 1 above) with verification of completed work to be submitted by Contractor with photos.
12. Review delivered furniture to ensure all items arrived as expected at the same visit as a furniture punch walk with the dealer and OWNER present. Dealer will document all punch list items and address action steps.
13. Receive, review and forward to OWNER for OWNER review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor.
14. Prepare and issue a final Certificate for Payment upon verification of the Project close-out requirements of the Contract Documents.
15. Close out of the Project.

Exclusions

The Additional Services listed below are not a part of Basic Services but may be provided upon written request of the OWNER and shall be invoiced at TLCD's hourly rates:

1. Color renderings (estimate between $1,500 - $2,500 ea.)
2. Services related to artwork selection, placement and procurement.
3. Conformed Construction Documents.
4. As-Designed Record Drawings.
5. LEED Certification.
6. Building commissioning.
7. Signage other than that required by code.
8. Divisions 00 and 01 of the Project Manual.
9. Detailed site verification
    a. Assumed reliable record drawings, building and site documentation is available for this purpose.

TLCDARCHITECTURE
520 Third St. #250
Santa Rosa, CA 95401
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10. Services necessitated by a change in the initial information, previous instructions or approvals given by OWNER in previously executed design phase, or a material change in the Project including, but not limited to, size, quality, complexity, schedule or budget for Cost of the Work, or procurement or delivery method.
11. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations.
12. Services necessitated by decisions of OWNER not rendered in a timely manner or any other failure of performance on the part of OWNER or their consultants or contractors.
13. Preparation for and attendance at a dispute resolution proceeding or legal proceeding, except where TLCD is party thereto.

END OF SCOPE OF SERVICES

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1237

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Award of Construction Contract for the "Redwood Road Slide Repair Project, MPM 2.3," RDS 25-27

RECOMMENDATION

Award a Construction Contract to Rege Construction, Inc., of Cloverdale, California, in the amount of $627,099; and approve a Budget Amendment in the amount of $554,423 for the "Redwood Road Slide Repair Project, MPM 2.3," RDS 25-27. (Fiscal Impact: $554,423 Expense; Capital Improvement Fund; Budget Reallocation; Discretionary).

[4/5 vote required]

BACKGROUND

During the winter storms of February 2025, intense rainfall and flooding in Redwood Creek caused the failure of a portion of Redwood Road at mile post marker 2.3 (near 3510 Redwood Rd.). Floodwaters undercut the creek bank adjacent to the roadway, causing the westbound lane to fail and slide toward Redwood Creek. The damaged roadway currently presents a safety hazard and restricts the long-term reliability of this important rural transportation route.

The project will repair the failed roadway section and restore full use of Redwood Road. The work generally consists of constructing a soldier pile retaining wall, stitch piles, roadway excavation and reconstruction, and installation of guardrail.

On April 28, 2026, the Board of Supervisors approved the plans and specifications and authorized Public Works to advertise for bids. The project was subsequently advertised for bids. Bids were publicly opened on June 2, 2026.

Bid Summary

Contractor	Bid Amount	Status
Rege Construction, Inc.	$627,098	Responsive
Advanced Geotechniques, Inc.	$639,379	Responsive
LVI Engineering Inc.	$659,742	Responsive
North Bay Excavation	$671,739	Responsive
W.R. Forde Associates, Inc.	$695,404	Responsive
Gordon N. Ball, Inc.	$741,362	Responsive
DBA Oregon West Coast	$795,000	Responsive
Piazza Construction	$861,106	Responsive
Gravity Construction	$967,769	Responsive
Maggiora & Ghilotti Contractors, Inc.	$1,212,474	Responsive

Rege Construction, Inc. was determined to be the lowest responsive and responsible bidder.

The Engineer's Estimate for the project was approximately $660,000. The low bid submitted by Rege Construction, Inc. was $627,098, approximately 5 percent below the Engineer's Estimate. Additional appropriations are required to fully fund the construction contract, construction management, inspection, contingency, environmental compliance, and related project delivery costs. Staff is requesting approval of a budget amendment in the amount of $554,423 to fully fund Project 25033.

Construction is anticipated to begin in August 2026 following the end of the northern spotted owl nesting restriction period.

Requested Actions:

1. Award of Contract to Rege Construction, Inc., of Cloverdale, California for their low base bid of $627,099, for the “Redwood Road Slide Repair Project, MPM 2.3,” RDS 25-27 and authorize the Chair to sign the construction contract; and
2. Approve a Budget Amendment to reallocate previously approved budget to a different capital project.
    a. Reverse Transfers-out (56100) from Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000) of $554,423 and the related Transfers-in (48200) to the Bridge Preventive Maintenance Program (Fund 2040, Sub-Division 2040500, Project 25016); reduce the budgeted appropriations in Project 25016 accordingly, and
    b. Reallocate Transfers-out (56100) appropriations from the Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000) and increase Transfers-in (48200) for the Redwood Road 2.3 project (Fund 2040, Sub-Division 2040500, Project 25033); increase Project 25033 appropriations for Construction Services (52360) by $554,423.

FISCAL IMPACT

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

Discretionary Justification:	If the roadway is not repaired, additional roadway failure may occur resulting in continued safety hazards and potential loss of roadway access.
Is the general fund affected?	No
Future fiscal impact:	The project is expected to reduce future emergency maintenance and roadway repair costs associated with continued slope instability.
Consequences if not approved:	The project will not proceed, and the roadway failure will remain unrepaired.
Strategic Initiative:	Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1 and Class 2. It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") and Class 2 ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §§15301 and 15302; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Project 25033	Redwood Road 2.3 Repair, RDS 25-27					6/2/2026
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	$627,099	$180,568	$807,667	$0	0%	$807,667
20% Construction Contingency	$125,420	$36,114	$161,533	$0	0%	$161,533
Design and Engineering Consultant	$279,772	$0	$279,772	$219,191	78%	$60,581
Engineering Consultant Contingency	$20,000	$0	$20,000	$0	0%	$0
Construction Management	$111,681	$36,682	$75,000	$0	0%	$75,000
Construction Environmental Services	$180,000	$180,000	$0			
County Project Management/Administration	$75,000	$0	$75,000	$50,384	67%	$24,616
Environmental, Geotechnical and Special Inspections	$45,000	$0	$45,000	$0	0%	$45,000
Post Construction Monitoring	$25,028	$0	$25,028	$0	0%	$0
Permits	$11,000	$0	$11,000	$10,910	99%	$90
TOTAL	1,500,000	$0	1,500,000	280,485	19%	1,219,515

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1273

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor Controller

REPORT BY: Tracy A. Schulze - Auditor Controller

SUBJECT: Napa County Community Facilities District 2012-1 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa County Community Facilities District 2012-1 for Fiscal Year 2026-27, with total financing uses of $387,635. (Fiscal Impact: Establishes budget appropriations of $387,635; Community Facilities District 2012-1; Discretionary)

BACKGROUND

A public hearing was opened for the Napa County Community Facilities District 2012-1 (CFD MST) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for the adoption of the budget resolution.
Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $387,635.
Requested Action: Adopt a resolution Adopting the Recommended Budget for Napa County Community Facilities District 2012-1 for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes the budget authority for fiscal year 2026-27
Consequences if not approved:	Without budget adoption, the District will not have spending authority in fiscal year 2026-27 and would be unable to fulfill their debt obligations.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Napa County Board of Supervisors, acting as a responsible agency pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines, Section 15096, has considered the environmental effects of the Project both in a comprehensive Environmental Impact Report (EIR) - in December 2009 - and in a subsequent Addendum (November 2013). The Federal (NEPA) aspect of this Project has also been addressed - through both documents - and has been certified by the North Bay Water Reuse Authority - of which both the County and NSD are members - and its lead agency, the Sonoma County Water Agency.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR NAPA COUNTY COMMUNITY FACILITIES DISTRICT NO. 2012-1 (MST RECYCLED WATER LINE PROJECT) FOR THE FISCAL YEAR 2026-2027

WHEREAS, Napa County Community Facilities District No. 2012-1 (MST Recycled Water Line Project, hereafter "CFD No. 2012-1") was formed pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with sections 53311, et seq.); and

WHEREAS, the Act is silent as to budget requirements applicable to CFD No. 2012-1; and

WHEREAS, the County Budget Act (Government Code sections 29002, et. seq.) provides that its budget procedures apply to special districts and other agencies whose affairs and finances are under the supervision and control of the board of supervisors; and

WHEREAS, the Napa County of Supervisors ("Board") desires to adopt the annual budget for CFD No. 2012-1 in accordance with the provisions of County Budget Act; and

WHEREAS, notice of the availability of the recommended budget and the date of the hearing on the budget were published on May 21, 2026, all pursuant to Government Code section 29080; and

WHEREAS, the recommended budget of CFD No. 2012-1 for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or before May 29, 2026, in a manner required by law; and

WHEREAS, hearings were held by CFD No. 2012-1, as designated in the published notice, to consider and discuss the various items contained in the recommended budget; there are no requests or applications on file with CFD No. 2012-1 for further hearings, CFD No. 2012-1 has declared the hearings concluded, and it is now the time to adopt the recommended budget of CFD No. 2012-1 for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Napa County, California, acting as the governing body of the CFD No. 2012-1, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. That the recommended budget, including those changes adopted by CFD No. 2012-1 during the budget hearings, is hereby adopted as the recommended budget of CFD No. 2012-1 for fiscal year 2026-2027, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. That total financing requirements, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 are as follows:

Fund 2870	**CFD No. 2012-1**	**$ 387,635**

4. That the 2026-2027 appropriations limit, calculated in conformity with Division 9 of Title 1 of the California Government Code (commencing with section 7900), is $3,398,581,850 and the total annual appropriations subject to the limitation are $238,409.

5. Pursuant to California Government Code section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

6. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing(s) for CFD No. 2012-1will be presented by the Chief Executive Officer to the Board of Supervisors for approval.

7. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for CFD No. 2012-1 for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2026.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 23rd day of June 2026 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1274

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: County Service Area No. 3 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for County Service Area No. 3 (CSA No. 3) for fiscal year 2026-27, with total financing uses of $324,687. (Fiscal Impact: Establishes budget appropriations of $206,850; County Service Area No. 3; Discretionary)

BACKGROUND

A public hearing was opened for the County Service Areas No. 3 (CSA No.3) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases in obligated fund balance, resulting in total financing sources and uses of $324,687.

Requested Action: Adopt a resolution Adopting the Recommended Budget for County Service Area No. 3 for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the CSA will not have spending authority for fiscal year 2026-27.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR COUNTY SERVICE AREA NO. 3 FOR FISCAL YEAR 2026-2027

WHEREAS, California Government Code Section 25214 requires the Board of Supervisors to adopt an annual budget for each County Service Area pursuant to the County Budget Act (California Government Code Sections 29000 et seq.); and

WHEREAS, in accordance with California Government Code Sections 29000 through 29093, the Napa County Board of Supervisors (the "Board") is required to adopt the 2026-2027 fiscal year budget for County Service Area No. 3 no later than October 2, 2026, and thereafter the Napa County Auditor must file the budget with the Clerk of the Board and the California State Controller no later than December 1, 2026; and

WHEREAS, on May 21, 2026, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code Section 29080; and

WHEREAS, the recommended budget of the County Service Area No. 3 for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or about May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for County Service Area No. 3 for fiscal year 2026-2027.

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of County Service Area No. 3 for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 is as follows:

Fund 2800 County Service Area No. 3 $324,687

4. Pursuant to California Government Code Section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing(s) for County Service Area No. 3 will be presented by the Chief Executive Officer to the Board of Supervisors for approval.

6. Pursuant to California Government Codes Section 29093, the Auditor shall ensure that a copy of the adopted budget for County Service Area No. 3 for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2026.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 23rd day of June 2026 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1284

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Approval of Plans and Specifications, and Authorization to Advertise the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A and the "Napa County Animal Shelter Phase I Furnace Replacement," PW 26-05B

RECOMMENDATION

Approval of plans and specifications for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A and the "Napa County Animal Shelter Phase I Furnace Replacement," PW 26-05B 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 Public Contract Code section 20150.8. (No Fiscal Impact)

BACKGROUND

Napa County Animal Shelter is built to serve the community and its domestic animals by providing programs and services to support Napa County residents and their pets. It also serves as the Shelter for the cities of American Canyon and Napa and the Town of Yountville. The Shelter takes in an average of 2,300 animals a year. The facility functions well, however, as animal populations grow, sufficient space is becoming an issue. On February 25, 2025, the Board of Supervisors received a presentation covering the "Five Year Capital Improvement Plan; Fiscal Years 2025-26 to 2029-30," which included this project to repair roof leaks and heating, ventilation, and air conditioning (HVAC) units that are past their useful life in Fiscal Year 2025-26.

On June 24, 2025, the Board of Supervisors approved an authorization of $300,000 to create the project and provide starter funds for design. On September 9, 2025, the Board of Supervisors authorized and signed an agreement for design services with YEI Engineers, Inc., as well as an additional budget amendment of $200,000.

The original recommendation developed through the feasibility study included replacement of all HVAC system components and a complete roof replacement. As of January 2026, the estimated construction cost to implement all recommended improvements was approximately $7.0 million.

Recognizing that funding for the full project was not immediately available, staff developed a Phase I project focused on addressing the most critical facility needs. Rather than a full roof replacement, Phase I includes application of a roof restoration coating system to extend the service life of the existing roof. In addition, the

project includes replacement of the existing furnaces, which are experiencing failures and are at the end of their useful life, while deferring replacement of the remaining HVAC components. The design of the Phase I roof repair and furnace replacement is now nearing completion and project is ready to be advertised. Construction is planned to complete in the 2026 calendar year.

The estimated total cost of the PW 26-05A roof repair project is approximately $1,160,000. The estimated total cost of the PW 26-05B furnace replacement project is approximately $200,000. These figures include engineering, project management, and contingency funds. Final costs will be confirmed through a competitive bidding process. Fiscal Year 2026-27 recommended budget will include $5,150,000 million for all Other Building Capital Improvement Projects construction from Accumulated Capital Outlay. It will be budgeted in CIP00 "uncommitted Projects". As each project moves forward, budget will be reallocated from CIP00 to specific projects. Staff is working with our municipal partners to determine a possible funding share for Phase 2 of the project, and for a possible expansion of the shelter in the future.

Requested Actions:

1. Approval of plans and specifications for the “Napa County Animal Shelter Phase I Roof Repair,” PW 26 -05A and the “Napa County Animal Shelter Phase I Furnace Replacement,” PW 26-05B, 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.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to move forward with needed improvements.
Is the general fund affected?	No
Future fiscal impact:	Ongoing maintenance of the facility.
Consequences if not approved:	The work will not proceed and the needed improvements will be deferred.
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to Section 15022 and 15268 of the State CEQA Guidelines issuance/approval of the following permits in the County shall be conclusively presumed to be ministerially exempt from the requirements of CEQA and thus preparation of an environmental document is not required: Building and Related permits (1) Building and related permits, including driveways up to 300 feet (e.g. demolition, plumbing, electrical, solar panels). As noted in the project description this project involves interior building improvements and will not impact the outside of the building or the building envelope, will not result in the need for the removal of any trees, will not require any grading and will not change the underlying existing use of the facility, as such due to this the project is ministerially exempt from the requirements of CEQA and preparation of an environmental document is not required.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1306

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Napa Library Building Maintenance Project", PW 25-13A

RECOMMENDATION

Approve the Plans and Specifications for the "Napa Library Building Maintenance Project", PW 25-13A; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact)

BACKGROUND

The Napa County Library Main Branch was the result of the efforts of a group of 19th-century young men who called themselves "The Excelsior Club." They developed a small collection over the years to serve the Napa community, and that collection was taken over by the City of Napa in 1885. In 1901, George E Goodman donated a building for housing the library-the Goodman Library-which served the citizens of Napa for 60 years. In 1916, the State of California passed legislation that allowed counties to establish free public libraries, and the Napa County Board of Supervisors then established the Napa County Free Library, located just three blocks from the Goodman Library in downtown Napa. In 1963, the Napa City Library merged with the Napa County Free Library. To better serve the growing service area, and with a combination of funds from the library, the Friends of the Library, and federal and local grants, the current library on Coombs Street was built in 1974 and expanded in the 1990s. Overall, the facility functions well but shows signs of paint failure, efflorescence at the concrete head of windows (indicating moisture), and minor concrete cracking.

On February 4, 2025 the Board authorized a professional services agreement with Nacht & Lewis Architects, Inc., who was selected in 2022 through 2027 for on-call architectural services, for a not to exceed maximum of $309,800 (this amount included design for the Fifth Street Parking Garage but that project will be bid separately) to perform site investigation and provide design and construction documents. The project will rehabilitate the exterior envelope of the library which includes but is not limited to repainting and the repair of sealants, concrete, and plaster as well as replacing exterior library signage.

The Engineer's Estimate for the Napa Library Building Maintenance Project is $250,000. The Plans and Specifications are complete and ready for approval by the Board of Supervisors, which are available to view on

the <https://www.napacounty.gov/1607/Current-Projects> website. County staff will return to the Board of Supervisors to present a detailed project budget based on the lowest responsible bid and to request a budget amendment and authorization to award.
Requested Actions:

Approve Plans and Specifications for the "Napa Library Building Maintenance Project", PW 25-13A and authorize to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The library exterior shows obvious signs of damage and is in need of repairs to protect the building's integrity.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin during FY 26-27. Staff will return after bid opening for the budget transfer of the full project cost.
Consequences if not approved:	The library exterior will continue to deteriorate and the concrete cracking may cause structural damages
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to Sections 15022(a)(1)(C) and 15300.4 of the State CEQA Guidelines, the Napa County Board of Supervisors have adopted implementation procedures, identifying specific projects that would be categorically exempt from established CEQA Guidelines. The proposed project would therefore be Categorically Exempt from the provisions of CEQA pursuant to Title 14 CCR Section 15301 Class 1 - Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public; or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1159

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Amendment No. 4 to Agreement No. 180110B with Legacy Removal Services

RECOMMENDATION

Approve and authorize Amendment No. 4 of Agreement No. 180110B with Legacy Removal Services, LLC, for coroner-related transportation services with no increase to the contract maximum. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

On September 8, 2017, pursuant to Government Code Section 31000, the Napa County Sheriff-Coroner entered into Agreement No. 180110B with Legacy Removal Services, LLC to provide transportation services for deceased persons (decedent) within the County. Legacy Removal Services, LLC provides responsive service to the Sheriff-Coroner twenty-four hours a day, seven days a week, year-round, and responds to more than three hundred service requests annually on average.

The Coroner's Division does not have the staff, equipment or vehicles to provide this service, nor is it cost effective for Deputy Sheriff-Coroners to provide such services. By using decedent transport services, deputies can continue to perform their regular patrol duties uninterrupted.

Under this amended agreement, Legacy Removal Services, LLC will continue to provide transportation services for the remains of deceased persons under the jurisdiction of the Napa County Sheriff-Coroner's Office.

Requested Action:

Approve and authorize Amendment No. 4 to Agreement No. 180110B to extend the agreement through June 30, 2029, and revise the compensation rates with no increase to the maximum compensation per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Coroner Budget (Org 1361000)
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Sheriff's Office is required to have designated transportation services to transport decedents to the Sheriff's Office when applicable.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If this agreement is not approved, Sheriff's Office will need to find another vendor for such services as the Sheriff's Office is not equipped with the appropriate vehicles or equipment to fulfill the requirements.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

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.

FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 180110B

THIS FOURTH AMENDMENT TO AGREEMENT NO. 180110B is made and entered into as of this 1st day of July, 2026 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Legacy Removal Services, a limited liability corporation, whose mailing address is 3672 Diablo Street, Napa CA 94558, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on September 8, 2017, COUNTY, through its Purchasing Agent, and CONTRACTOR entered into Agreement No.180110C ("the Agreement") whereby CONTRACTOR agreed to provide to COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of specialized services, as authorized by Government Code Section 31000, in order to provide transportation services for the remains of deceased persons under the jurisdiction of the Napa County Sheriff-Coroner's Office; and

WHEREAS, the Agreement was made by and through the County's Purchasing Agent because the compensation to be provided to CONTRACTOR did not exceed the approval authority of the Purchasing Agent; and

WHEREAS, on May 1, 2019 the Board of Supervisors reviewed and approved an amendment to Agreement No. 180110B ("First Amendment to the Agreement") to revise the compensation provisions; and

WHEREAS, on June 9, 2020 the Board of Supervisors reviewed and approved an amendment to Agreement No. 180110B ("Second Amendment to the Agreement") to extend the term until June 30, 2023; and

WHEREAS, on July 1, 2023 the Board of Supervisors reviewed and approved an amendment to Agreement No. 180110B ("Third Amendment to the Agreement") to extend the term until June 30, 2026; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise the compensation provisions.

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

TERMS

1) Paragraph 1 of the Agreement, entitled "**Term of Agreement**," is amended to read in full as follows:

"1. **Term of Agreement.**

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

2) Paragraph 3 of the Agreement, entitled "**Compensation**" is amended to read in full as follows:

"3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-4," attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THOUSAND dollars ($100,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered."

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

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

LEGACY REMOVAL SERVICES, LLC

By_____
TOMMY SMITH, Owner

"CONTRACTOR"

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

By_____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: S. Darbinian Deputy County Counsel Date: June 3, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT “B-4”

COMPENSATION

Price proposal for coroner transports for the next three (3) years:

July 1, 2026 thru June 30, 2028:

One person transports: $250 Two person transports: $350

Three person transports: $475

Transport body from coroner facility to another institution: $250

Transport body out of county (cost per loaded mike $4.50)

Stand by time when wait is over 15 minutes (hourly rate): $30/person

July 1, 2028 thru June 30, 2029:

One person transports: $275 Two person transports: $375

Three person transports: $500

Transport body from coroner facility to another institution: $275

Transport body out of county (cost per loaded mike $4.50)

Stand by time when wait is over 15 minutes (hourly rate): $40/person

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1161

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Amendment No. 3 to Agreement No. 180111B with A&P Helicopters

RECOMMENDATION

Approve and authorize Amendment No. 3 of Agreement No. 180111B with A&P Helicopters to extend the term through June 30, 2029, for aerial transportation services with no increase to the contract maximum. (Fiscal Impact: $65,500 Expense; Drug Enforcement Agency Grant; Budgeted; Discretionary)

BACKGROUND

Napa Special Investigations Bureau (NSIB) operates a multi-jurisdictional, countywide unit, to enforce controlled substance laws and reduce trafficking of controlled substances in the County. The primary mission of NSIB is to significantly diminish the availability and illegal use, sales and manufacturing of drugs in the City of Napa, City of St. Helena, City of Calistoga, City of American Canyon, Town of Yountville and County of Napa and to apprehend the responsible offenders, thereby increasing public safety.

NSIB relies on aerial transportation services, provided by A&P Helicopters, to conduct drug enforcement reconnaissance and operations in the remote areas of rural Napa County that are inaccessible by conventional or off-road vehicles. The costs associated with the A&P Helicopters agreement is funded through the Drug Enforcement Agency's (DEA) Domestic Cannabis Eradication/Suppression Program (DCE/SP), which is a federal program that provides funding and resources to state and local law enforcement agencies to identify and eradicate illicit cannabis cultivation. Funding from this program has supported NSIB operations for the last 10 years.

Requested Action:

Approve and authorize Amendment No. 3 to Agreement No. 180111B with A&P Helicopters to extend the agreement through June 30, 2029, and revise the compensation rates with no increase to the maximum compensation per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	NSIB Budget (Org 1363000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Aerial reconnaissance, used to locate illicit operations, is needed to reach remote areas of the County, inaccessible by conventional or off-road vehicles.
Is the general fund affected?	Yes
Future fiscal impact:	All costs associated with this service are fully funded by the DEA DCE/SP Program. Funding for the expense and offsetting revenue is and will continue to be budgeted accordingly.
Consequences if not approved:	If not approved, NSIB would be unable to continue using this critical law enforcement tool to identify illicit operations in rural Napa County.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

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.

THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 180111B

THIS THIRD AMENDMENT TO AGREEMENT NO. 180111B is made and entered into as of this 1st day of July, 2026 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and A&P HELICOPTERS, whose business address is 1778 Richvale Hwy, Richvale, California 95974, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on September 8, 2017, COUNTY, through its Purchasing Agent, and CONTRACTOR entered into Agreement No. 180111B ("the Agreement") whereby CONTRACTOR agreed to provide COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of specialized services, as authorized by Government Code section 31000, in order to transport internal and external human loads, evidence and cargo to and from illicit clandestine rural marijuana growing operations in Napa County; and

WHEREAS, the Agreement was made by and through the County's Purchasing Agent because the compensation to be provided to CONTRACTOR did not exceed the approval authority of the Purchasing Agent; and

WHEREAS, on July 1, 2020, the Board of Supervisors reviewed and approved an amendment to Agreement No. 180111B ("First Amendment to the Agreement") to extend the term and revise the compensation provisions; and

WHEREAS, on July 1, 2023, the Board of Supervisors reviewed and approved an amendment to Agreement No. 180111B ("Second Amendment to the Agreement") to extend the term and revise the compensation provisions; and

WHEREAS, the parties now wish to amend the Agreement to further extend the term and revise compensation provisions.

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

TERMS

1) Paragraph 1 of the Agreement, entitled "**Term of the Agreement**" is amended to read in full as follows:

"1. **Term of the Agreement**.

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with

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

2) Paragraph 3 of the Agreement, entitled "**Compensation**" is amended to read in full as follows:

"3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SIXTY-FIVE THOUSAND FIVE HUNDRED dollars ($65,500) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered."

3) All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

///
///
///

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

A & P HELICOPTERS, INC.

By Vickie Compton
VICKIE COMPTON, President and Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: S. Darbinian Deputy County Counsel Date: June 4, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT "B-2"

COMPENSATION

The following rates apply for helicopter services in 2026. Helicopters are billed at the hourly rate indicated, rounded to the nearest tenth of an hour. Each hourly rate includes a qualified mechanic if necessary.

Billing commences when the helicopter starts and concludes upon shutdown. A minimum charge of three (3) billable hours per helicopter per day will apply.

Additional equipment is available for rental at the daily rates specified.

Helicopter Hourly Rates				
Make	Model	Passengers	*Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	$1,550
Bell	407	5	2,000	$2,650
Bell	UH-1H	0	3,400	$4,250
Bell	205	9	3,800	$4,250
Bell	212S	9	3,800	$4,250

*Payloads represented are maximums and decrease with altitude and temperature.

Truck Rates	
Type	Rate
Fuel Truck	$1500/day
Delivery Truck	$1000/day

Equipment Rates	
Equipment	Daily
Air Chair	$500
Concrete Bucket	$250
Wire Dolley	$500
Heli-Stringer 3000	$1500
Seed Bucket	$500
Spill Containment	$750

Other Rates	
Item	Rate
Overnight (per employee)	$275/Day
Camera/Lidar Install	$500

Delivery Fee: If a second truck is required to deliver equipment, a delivery fee will be charged at the listed rate.

Cancellation Policy: If flights are cancelled with less than 48-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1175

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Amendment No. 2 to Agreement No. 210312B with Focal Forensics, LLC

RECOMMENDATION

Approve and authorize Amendment No. 2 of Agreement No. 210312B with Focal Forensics, LLC, for media redaction services with no increase to the contract maximum. (Fiscal Impact: $89,620 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Law enforcement activities are under intense scrutiny by the public and in the media. Transparency is important to maintain and build upon community trust and foster those positive relationships. To achieve this transparency, the Sheriff's Office implemented a body worn camera (BWC) program in May of 2016. BWCs are used to record interactions between deputy sheriffs/officers and the public during calls for service, traffic stops and use of force incidents, etc.

California Senate Bill No. 1421 (SB 1421), effective January 1, 2019, amended Penal Code section 832.7 to allow the release of records relating to use-of-force incidents, sexual assault and dishonesty. California Assembly Bill No. 748, effective July 1, 2019, added an additional layer of disclosure provisions, allowing audio and video for "critical incidents" to be released to the public. While these bills expand the California Privacy Rights Act (CPRA) requirements for release, they also necessitate protecting uninvolved witnesses or bystanders captured in videos. Therefore, redaction is required to preserve anonymity and protect the county from liability.

Video redaction is time-consuming, often requiring several hours of work for only a few minutes of footage. Due to a high volume of requests, the Sheriff's Office compared the cost of in-house video redaction (staff time and a full-time employee) against third-party vendors, deciding to hire Focal Forensics in 2021. Focal Forensics specializes in law enforcement video and audio redaction services. While smaller workload redactions are still handled internally by specially trained Sheriff's Office staff, larger cases are sent to Focal Forensics to meet the time constraints of CPRA requests.

Requested Action:

Approve and authorize Amendment No. 2 to Agreement No. 210312B to extend the agreement through June 30, 2029, and revise the compensation rates with no increase to the maximum compensation per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Office Budget (Org 1360000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	SB 1421 requires Sheriff's Office to protect the identities of witnesses in media requested through CPRA. To meet time constraints, the use of a third-party vendor is needed to process the current volume of CPRA requests.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, Sheriff's Office would have to explore other vendor options.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

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.

SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210312B

THIS SECOND AMENDMENT TO AGREEMENT NO. 210312B is made and entered into as of this 1st day of July 1, 2026 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and FOCAL FORENSICS, LLC a Colorado limited liability company, whose business address is 6530 West 111th Avenue, Broomfield, Colorado, 80020, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 23, 2021, COUNTY and CONTRACTOR entered into Agreement No. 210312B ("the Agreement") whereby CONTRACTOR agreed to provide COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of specialized services, as authorized by Government Code section 31000, in order to obtain forensic services for the Napa County Sheriff's Office, in connection with the review and redaction of video and audio records, culminating in the production of specific forensic reports; and

WHEREAS, on July 1, 2023, the Board of Supervisors reviewed and approved an amendment to Agreement No. 210312B ("First Amendment to the Agreement") to extend the term and revise the compensation provisions; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise the compensation provisions.

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

TERMS

1) Paragraph 1 of the Agreement, entitled "**Term of the Agreement**" is amended to read in full as follows:

"1. **Term of the Agreement.**

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

gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30."

2) Paragraph 3 of the Agreement, entitled "**Compensation**" is amended to read in full as follows:

"3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of EIGHTY NINE THOUSAND SIX HUNDRED TWENTY dollars ($89,620.00) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred."

3) All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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

FOCAL FORENSICS, LLC

By Steve Bufalino Digitally signed by Steve Bufalino Date: 2026.06.04 17:31:16 -06'00'

STEVE BUFALINO, Co-Founder and Owner

NAPA COUNTY, a political subdivision of the State of California

By_____

AMBER MANFREE,
Chair of the Board of Supervisors

PPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Deputy County Counsel Date: June 3, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "B-2"

COMPENSATION

Redaction Price Structure

DESCRIPTION	COST PER CASE
First 3 hours of video (Audio redaction Included)	$7 per minute
Over 3 hours of video (Audio redaction Included)	$5 per minute
Audio redaction only (Audio only files)	$5 per minute
Image redaction (Per Image redacted)	$5 per image
Document redaction (Per page)	$1 per page
Case minimum (Cases under 14 minutes)	$100

Analog Audio and Video Conversion

DESCRIPTION	COST PER CASE
Video Conversion (VHS, MiniDV, Hi8, & others)	$20 per tape $15 for 10 or more
Audio Conversion (Cassette, Mini Cassette, & others)	$20 per cassette $15 for 10 or more

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1196

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Amendment No. 2 to Agreement No. 240103B with National Medical Services

RECOMMENDATION

Approve and authorize Amendment No. 2 of Agreement No. 240103B with National Medical Services for forensic toxicology services and to increase the contract maximum from $50,000 to $65,000. (Fiscal Impact: $15,000 Expense; General Fund; Budget; Discretionary)

BACKGROUND

The Sheriff's Office primarily utilizes forensic toxicology services for coroner death investigations to determine cause of death, assistance in child welfare or criminal investigations involving suspected drug exposure, and for evidentiary and court purposes for patrol related investigations.

On July 1, 2023, Sheriff's Office entered into Agreement No. 240103C, signed by the Purchasing Agent, with National Medical Services (NMS) for postmortem forensic toxicology testing services for applicable coroner cases.

On July 1, 2025, the Purchasing Agent signed Amendment No. 1, for the Sheriff's Office to add additional toxicology testing services for postmortem cases and add testing for hair samples for child drug exposure screening.

The Sheriff's Office would now like to amend the contract to extend the term of the agreement through to June 30, 2029 and increase the maximum annual compensation rate from $50,000 to $65,000 due to an increase in the individual investigative testing rates.

Requested Action:

Approve and authorize the Chair to sign Amendment No. 2 to Agreement No. 240103B with National Medical Services to extend the agreement through June 30, 2029, and revise the compensation rates and maximum annual compensation.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Coroner Budget (Org 1361000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to utilize this toxicology service. However, these services are essential in helping determine cause of death in coroner cases and drug exposure of children in investigation cases.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the Sheriff's Office would not amend the agreement. However, outside forensic toxicology services would still be needed to support coroner investigations, criminal investigations, and child welfare cases. Therefore, the Sheriff's Office would need to obtain services from an alternate provider.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities.

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.

SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 240103B

PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT NO. 240103B is made and entered into as of this 1st day of July, 2026, 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 National Medical Services, Inc. dba NMS Labs, whose mailing address is 200 Welsh Road, Horsham, Pennsylvania 19044, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2023, COUNTY, through its Purchasing Agent, and CONTRACTOR entered into Agreement No. 240103C ("the Agreement") whereby CONTRACTOR agreed to provide COUNTY, and COUNTY agreed to pay CONTRACTOR for specialized services, as authorized by Government Code section 31000, in order to provide post-mortem toxicology testing services for the COUNTY's Sheriff's Office; and

WHEREAS, on July 1, 2025 the County's Purchasing Agent reviewed and approved an amendment to add additional laboratory testing services; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise the compensation provisions.

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

TERMS

1) Paragraph 1 of the Agreement, entitled "**Term of Agreement**," is amended to read in full as follows:

"1. **Term of Agreement.**

Term of the Agreement. The term of this Agreement shall commence on the date first written in the Agreement and shall expire on June 30, 2027 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

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The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30."

2) Paragraph 3 of the Agreement, entitled "**Compensation**" is amended to read in full as follows:

"3. **Compensation**.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SIXTY-FIVE THOUSAND dollars ($65,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered."

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

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Document ID: 3723e0e8a3d59ddacba5850348c1130bd795799f06176ae9ee42ee1a6b3bf7f4

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

NATIONAL MEDICAL SERVICES, INC.

By David Delia
Signer ID: 1PWDMUAO18
DAVE DELIA, Chief Executive Officer

By
Signer ID: U8PCORUM17
GREG SCHUH, Interim Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent

By_____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: June 3, 2026	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:_____

Document ID: 3723e0e8a3d59ddacba5850348c1130bd795799f06176ae9ee42ee1a6b3bf7f4

EXHIBIT "B-2"

COMPENSATION AND EXPENSE REIMBURSEMENT

Test Code	Test Name	Current List Price	Discount Price 7/1/26-6/30/27	Discount Price 7/1/27-6/30/29
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	$147.00	$69.00	$73.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	$125.00	$83.00	$88.00
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	$109.00	$75.00	$79.00
6943H	Drugs of Abuse Screen (6 Panel), Hair	$634.00	$565.00	$599.00
6945H	Therapeutic and Drugs of Abuse Screen, Hair	$1,547.00	$1,378.00	$1,460.00
6946H	Drugs of Abuse Screen (9 Panel), Hair	$758.00	$675.00	$715.00
7542B	Ethanol - Title 17, Blood - Send Out	$149.00	$149.00	$149.00
8031U	Child Drug Exposure Screen, Urine	$546.00	$487.00	$516.00
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	$45.00	$35.00	$37.00
8051B	Postmortem, Basic, Blood (Forensic)	$305.00	$166.00	$176.00
8051FL	Postmortem, Basic, Fluid (Forensic)	$465.00	$362.00	$383.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	$305.00	$166.00	$176.00
8051TI	Postmortem, Basic, Tissue (Forensic)	$546.00	$426.00	$451.00
8051U	Postmortem, Basic, Urine (Forensic)	$305.00	$166.00	$176.00
8052B	Postmortem, Expanded, Blood (Forensic)	$452.00	$227.00	$240.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	$740.00	$417.00	$442.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	$452.00	$227.00	$240.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	$819.00	$462.00	$489.00
8052U	Postmortem, Expanded, Urine (Forensic)	$452.00	$227.00	$240.00
8054B	NMS TotalTox™ Panel, Blood (Forensic)	$595.00	$515.00	$545.00
8061B	Postmortem, Basic w/o Alcohol, Blood (Forensic)	$251.00	$154.00	$163.00
8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensic)	$398.00	$204.00	$216.00
9291H	Fentanyl Screen, Hair	$1,304.00	$1,162.00	$1,231.00
RETURN	Specimen Return/Handling	$69.00	$21.00	$22.00

All other testing ordered during the effective period of 7/1/26-6/30/27 will be billed at 2026 List Price Fees. All other testing ordered during the effective period of 7/1/27-6/30/29 will be billed at 2027 List Price Fees. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing. All samples will be retained for a period of 12 months and then returned. If you have any questions regarding this communication, please contact me directly.

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Author: Carlye Leinheiser Creation Date: 11 Jun 2026, 13:56:41, EDT Completion Date: 11 Jun 2026, 16:11:42, EDT

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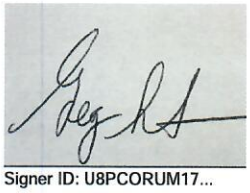
Document Total Pages: 4

Document Signed By:

Name: David Delia
Email: david.delia@nmslabs.com
Signer ID: 1PWDMUAO18...
IP: 100.35.165.82
Location: MIDDLETOWN TOWNSHIP, NJ (US)
Date: 11 Jun 2026, 16:11:42, EDT
Consent: eSignature Consent Accepted
Security Level: Email

David Delia
Signer ID: 1PWDMUAO18...

Name: Gregory Schuh
Email: gregory.schuh@nmslabs.com
Signer ID: U8PCORUM17...
IP: 167.224.114.71
Location: HORSHAM, PA (US)
Date: 11 Jun 2026, 14:00:03, EDT
Consent: eSignature Consent Accepted
Security Level: Email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Document History:

Envelope Created — Carlye Leinheiser created this envelope on 11 Jun 2026, 13:56:41, EDT
Invitation Sent — Invitation sent to Gregory Schuh on 11 Jun 2026, 13:59:10, EDT

Invitation Sent	Invitation sent to David Delia on 11 Jun 2026, 13:59:10, EDT
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Signed by David Delia	David Delia signed this Envelope on 11 Jun 2026, 16:11:42, EDT
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Signed Document(s)	Link emailed to gregory.schuh@nmslabs.com
Signed Document(s)	Link emailed to david.delia@nmslabs.com
Signed Document(s)	Link emailed to carlyejohn.leinheiser@nmslabs.com

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1258

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Amendment No. 10 to Agreement No. 170779B with City of Napa Dispatch Services

RECOMMENDATION

Approve and authorize Amendment No. 10 to Agreement No. 170779B with Cooperative Joint Powers Dispatching Services with the City of Napa for emergency dispatch services and records management, increasing the contract maximum from $2,562,753 in Fiscal Year 2025-2026 to $2,687,915 for Fiscal Year 2026 -2027. (Fiscal Impact: $125,162 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

Since July 15, 1986, Napa County has contracted with the City of Napa for centralized dispatching of emergency vehicles and related services within the county. Centralized dispatching has eliminated service duplication and achieves cost savings and operational efficiencies to the benefit of Napa County, the City of Napa, and residents.

Amendment No. 9 extended the agreement for Fiscal Years 2024-2025 and 2025-2026. This amendment provided $2,466,474 in FY 2024-2025 for the Dispatch service and the shared cost of Mark43, a Records Management System (RMS) and $2,562,753 in FY 2025-2026.

Amendment No. 10 to Cooperative Joint Powers Dispatching Services Agreement No. 170779B extends the term for one year, through June 30, 2027, for dispatching and records management services. Dispatch service for FY 2026-2027 is $2,628,399, which includes a 5% cost of living increase and $59,516 for the shared cost of Mark43, a Records Management System (RMS). This is an increase of $125,162 from FY 2025-2026 providing maximum compensation for Amendment No. 10 of $2,687,915.

Requested Action:

Approve and authorize the Chair to sign Amendment No. 10 to Agreement No. 170779B with Cooperative Joint Powers Dispatching Services with the City of Napa increasing the amount to a maximum of $2,687,915 and

extending the term through June 30, 2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Budget (Org 1360000)
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If Amendment No. 10 is not approved, Napa County will not have an agreement for dispatch services and will need to develop an alternative solution.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 10 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B

City Budget Code: 10021400-43420

This Amendment No. 10 ("**Amendment**") to City Agreement No.C2013-363 & Napa County Agreement No. 1707998, entitled Cooperative Joint Powers Dispatching Services Agreement between the County of Napa and the City of Napa ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and the County of Napa, a political subdivision of the State of California ("**County**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and County entered into an Agreement entitled Cooperative Joint Powers Dispatching Services Agreement ("Agreement") in August 2013, relating to the operation of a centralized service for dispatching emergency vehicles and related services, in the amount of $1,739,796 for Fiscal Year 2013/2014 and $1,739,796 for Fiscal Year 2014/2015. Amendment No. 1 extended the Agreement for Fiscal Year 2015/2016 for $1,791,989; Amendment No 2 extended the Agreement for Fiscal Year 2016/2017 for $1,845,748; Amendment No 3 extended the Agreement for Fiscal Year 2017/2018 for $1,919,578; Amendment No 4 extended the Agreement for Fiscal Year 2018/2019 for $1,977,165; Amendment No 5 extended the Agreement for Fiscal Year 2019/2020 for $2,036,480; Amendment No 6 extended the Agreement for Fiscal Year 2020/2021 for $2,097,574; Amendment No 7 extended the Agreement for Fiscal Year 2021/2022 for $2,160,501; Amendment No 8 extended the agreement for Fiscal Years 2022/2023 and 2023/2024 for $4,669,534; and Amendment No 9 extended the agreement for Fiscal Years 2024/2025 and 2025/2026 for $5,029,227.

B. The parties would like to extend the Agreement for one (1) additional year, from July 1, 2026 through June 30, 2027.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. AMENDMENT. Section 5 of the Agreement, "Term", is hereby deleted in its entirety, and replaced by a new Section 5 to read as follows:

> "5) TERM. The term of this Agreement shall be from July 1, 2013 until June 30, 2027 unless terminated earlier as provide herein; except that the obligations of the parties under Paragraph 12 (Insurance) and Paragraph 13 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement."

3. AMENDMENT. Exhibit "A", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Year 2026/2027. Thus, the total compensation payable to the City in accordance with this Agreement as amended herein shall not exceed $29,695,303 ($5,271,581 for FY's 2013/2014 through 2015/2016, as set forth in the original Agreement and Amendment No. 1; $1,845,748 for FY 2016/2017 for Amendment No. 2; $1,919,578 for Amendment No 3; $1,977,165 for Amendment No 4; $2,036,480 for Amendment No 5; $2,097,574 for Amendment No 6;

$2,160,501 for Amendment No 7; $4,669,534 for Amendment No 8; $5,029,227 for Amendment No 9 and $2,687,915 for this Amendment No 10).

4. AMENDMENT. When entering into the Agreement, the parties anticipated the future need and costs related to upgrade or replacement of the Records Management System (RMS) I/Leads. In 2022, the Mark43 RMS system was implemented. The City and County jointly selected the Mark43 RMS system. A grant from the U.S. Department of Justice covered the capital costs of the new system. The Mark43 system is a Software as a Subscription model; the yearly cost is $154,516. Using the pro rata or proportional share of 38.51% set for in Section 4(e) of the Agreement, the County share of Mark43 RMS yearly subscription is calculated to be $59,516 and is hereby incorporated into Exhibit "A" of this Agreement No 10.

5. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

6. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

7. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the County and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

CITY:
CITY OF NAPA, a California charter city

By: _____
Steve Potter, City Manager

Date: _____
("Effective Date")

COUNTERSIGNED:

_____
Erika Leahy, City Auditor

APPROVED AS TO FORM:

_____
Christopher Diaz, Interim City Attorney

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

By: **SEE PAGE #4**_____

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

COUNTY OF NAPA:

_____
(Signature)

Amber Manfree, Chair of the Board of Supervisors
(Type name and title)

ATTEST:

_____
(Signature)

Neha Hoskins, Clerk of the Board of Supervisors
(Type name and title)

APPROVED AS TO FORM:

S. Darbinian
(Signature)

Deputy County Counsel
(Type name and title)

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:

_____
(Signature)

Deputy Clerk of the Board
(Type name and title)

Date: _____

Exhibit "A"
Rate for Dispatching Services and Mark43 Subscription Per Year

Fiscal Year Rate	Rate
FY 2013/2014	**$1,739,796**
FY 2014/2015	**$1,739,796**
FY 2015/2016	**$1,791,989**
FY 2016/2017	**$1,845,748**
FY 2017/2018	**$1,919,578**
FY 2018/2019	**$1,977,165**
FY 2019/2020	**$2,036,480**
FY 2020/2021	**$2,097,574**
FY 2021/2022	**$2,160,501**
FY 2022/2023	$2,236,119 Dispatching Services $59,516 Mark43 RMS **$2,295,635 Total**
FY 2023/2024	$2,314,383 Dispatching Services $59,516 Mark43 RMS **$2,373,899 Total**
FY 2024/2025	$2,406,958 Dispatching Services $59,516 Mark43 RMS **$2,466,474 Total**
FY 2025/2026	$2,503,237 Dispatching Services $59,516 Mark43 RMS **$2,562,753 Total**
FY 2026/2027	$2,628,399 Dispatching Services $59,516 MARK43 RMS **$2,687,915 Total**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1275

TO: Board of Directors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Silverado Community Services District 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Silverado Community Services District (SCSD) for Fiscal Year 2026-27, with total financing uses of $438,473. (Fiscal Impact: Establishes budget appropriations $251,430; Silverado Community Services District; Discretionary)

BACKGROUND

A public hearing was open for the Silverado Community Services District (SCSD) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses during the fiscal year of $438,473.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Silverado Community Services District for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the District will not have spending authority for fiscal year 2026-27.

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 SILVERADO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS ADOPTING THE DISTRICT'S RECOMMENDED BUDGET FOR FISCAL YEAR 2026-2027

WHEREAS, the Silverado Community Services District ("SCSD") is a dependent special district of the State of California located wholly within the boundaries of the County of Napa and organized under the Community Services District Law (Part 1 (commencing with section 61000) of Division 3 of Title 6 of the Government Code); and

WHEREAS, pursuant to Government Code section 61102.5 (now section 61022) the Board of Supervisors on January 10, 1967, appointed itself as the initial Board of Directors of SCSD (the "Board") and continues to serve as that Board; and

WHEREAS, Government Code section 61110 provides that on or before July 1 of each year the Board may elect to adopt a recommended budget that conforms to generally accepted accounting and budgeting procedures for special districts; and

WHEREAS, the rules relating to generally accepted accounting and budgeting procedures for special districts are found in Subchapter 3 (commencing with section 1031.1) of, and Article 1 (commencing with section 1121) of Subchapter 4 of Division 2 of Title 2 of the California Code of Regulations (CCR); and

WHEREAS, CCR, title 2, sections 1111.12 and 2 CCR 1121 provide that pursuant to Government Code section 53065, districts whose governing body is the county board of supervisors or for which the county fiscal officers are *ex officio* officers of the district are subject to the budget provisions of Government Code sections 29000, et seq.; and

WHEREAS, Government Code section 29002 provides that county budgeting procedures (Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the Government Code) apply to dependent special districts whose affairs and finances are under the supervision and control of the county board of supervisors; and

WHEREAS, on May 21, 2026, a notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of SCSD for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or before May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has

declared the hearing concluded, and it is now the time to adopt the recommended budget for SCSD for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Silverado Community Services District as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of SCSD for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 is as follows:

Fund 2850 Silverado Community Services District $438,473

4. Pursuant to California Government Code Section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Board during the recommended budget hearing process will be presented to the Board by the Chief Executive Officer for approval.

6. The Chief Executive Officer shall forward a copy of the adopted budget to the Napa County Auditor as required by California Government Code section 61110, subd. (f).

7. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for SCSD for fiscal year 2026-2027 in the format prescribed by

the Controller of the State of California shall be filed with the Secretary of the Board and the State Controller in the manner required by law not later than December 1, 2026.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Silverado Community Services District, at a regular meeting of said Board held on the 23rd day of June 2026 by the following vote:

AYES:	DIRECTORS	_____
NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

_____
AMBER MANFREE, Chair of the
Silverado Community Services District
Board of Directors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE SILVERADO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1271

TO: Board of Directors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Napa County Groundwater Sustainability Agency 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa County Groundwater Sustainability Agency for Fiscal Year 2026-27, with total financing uses of $3,121,117. (Fiscal Impact: Establishes budget appropriation of $2,481,182; Napa County Groundwater Sustainability Agency; Discretionary)

(CONTINUED FROM JUNE 16, 2026)

BACKGROUND

A public hearing was opened for the Napa County Groundwater Sustainability Agency (NCGSA) fiscal year 2026-27 budget on June 16, 2026. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing, including Supplemental Report Number 1, and is presented as the basis for adoption of the budget resolution.

Attached are State Controller Schedules 12, 13 and 14, which include decreases and increases to obligated fund balance, resulting in total financing sources and uses of $3,121,117.

Requested Action: Adopt a resolution Adopting the Recommended Budget for Napa County Groundwater Sustainability Agency for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the Agency will not have spending authority for fiscal year 2026-27.

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 BOARD OF DIRECTORS OF THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY ADOPTING THE AGENCY'S RECOMMENDED BUDGET FOR FISCAL YEAR 2026-2027

WHEREAS, the Napa County Board of Supervisors adopted Resolution 2019-152 on December 17, 2019, electing to form the Napa County Groundwater Sustainability Agency ("NCGSA") to undertake sustainable groundwater management of the Napa Valley Subbasin; and

WHEREAS, the Board of Supervisors serves as the Board of Directors for the NCGSA which has those powers set forth in California Water Code section 10725 and following; and

WHEREAS, California Water Code section 10720 et seq. is silent as to budget requirements applicable to the NCGSA; and

WHEREAS, the County Budget Act (Government Code §29002 et. seq.) provides that its budget procedures applies to special districts and other agencies whose affairs and finances are under the supervision and control of the Board of Supervisors; and

WHEREAS, the Board of Directors desire to adopt the annual budget for NCGSA in accordance with the provisions of County Budget Act; and

WHEREAS, on May 21, 2026, a notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of the NCGSA for fiscal year 2026-2027 has been prepared, made available for distribution, and distributed on or before May 29, 2026, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for NCGSA for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Napa County Groundwater Sustainability Agency as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes

adopted by the Board during the budget hearings, is hereby adopted as the budget of the NCGSA for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2026-2027 is as follows:

Fund 2720 Groundwater Sustainability Agency $3,121,117

4. Pursuant to California Government Code Section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

5. Any capital asset(s) not authorized by the Board during the recommended budget hearing process will be presented to the Board by the Chief Executive Officer for approval.

6. Pursuant to California Government Code Section 29093, the Auditor shall ensure that a copy of the adopted budget for the NCGSA for fiscal year 2026-2027 in the format prescribed by the Controller of the State of California shall be filed with the Secretary of the Board and the State Controller in the manner required by law not later than December 1, 2026.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the NCGSA Board of Directors, at a regular meeting of the Board held on the 23rd day of June 2026 by the following vote:

AYES:	DIRECTORS	_____
NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

_____
AMBER MANFREE, Chair of the
Napa County Groundwater Sustainability
Agency Board of Directors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Ryan J. Alsop
Chief Executive Officer

MEMORANDUM

To:	Groundwater Sustainability Agency Board of Directors	From:	Ryan J. Alsop Chief Executive Officer
Date:	June 23, 2026	Re:	Supplemental Report Number 1 Fiscal Year 2026-27 Recommended Budget

After further review and discussion regarding the recommended budget for the Groundwater Sustainability Agency, the following changes to the recommended budget are now reflected in the proposed budget for adoption for fiscal year 2026-27

1. Decrease revenues from State Grants (2720000-43425) from $631,128 to $250,000 to more accurately reflect the expected revenues during the year. Although this is a multi-year grant, it is reimbursable based on qualified expenditures. The current budget reflects qualified expenditures of $250,000.

2. Decrease revenues from Charges for Services (2720000-46135) from $2,168,300 to $931,182, which will reflect in a reduction of groundwater fees to be assessed on property owners for the year's activities.

The two revisions above will result in a use of the Agency's fund balance in the amount of $750,000, from an estimated beginning available fund balance of $1,389,935.

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary
Fiscal Year 2026-2027

Schedule 12

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Resort Improvement Districts								
5220	**Lake Berryessa Resort Improvement District**							
	52200 - LBRID - Operations	$ 22,214	$ 277,968	$ 1,094,486	$ 1,394,668	$ 1,394,668	$ -	$ 1,394,668
	52205 - LBRID - CIP	319,091	-	-	319,091	-	319,091	319,091
	52210 - LBRID - Debt Service	-	15,674	214,268	229,942	229,942	-	229,942
5240	**Napa Berryessa Resort Improvement District**							
	52400 - NBRID - Operations	-	-	$ 1,692,102	1,692,102	$ 1,692,102	-	1,692,102
	52405 - NBRID - CIP	-	-	-	-	-	-	-
	52410 - NBRID - Debt Service	-	-	523,709	523,709	517,710	5,999	523,709
Total Resort Improvement Districts		**$ 341,305**	**$ 293,642**	**$ 3,524,565**	**$ 4,159,512**	**$ 3,834,422**	**$ 325,090**	**$ 4,159,512**
Service Districts								
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ 156,040	$ 324,687	$ 206,850	$ 117,837	$ 324,687
2810	28100 - County Service Area No. 4	1,017,693	-	669,560	1,687,253	715,220	972,033	1,687,253
2850	28500 - Silverado Community Services	203,523	-	234,950	438,473	251,430	187,043	438,473
2860	**Monticello Cemetery District**			-	-	-	-	-
	28600 - Monticello Public Cemetery	$ 24,646	$ 33,019	$ 55,077	$ 112,742	$ 112,742	$ -	112,742
	28610 - MPC - Endowment	39,990	-	2,600	42,590	12,000	30,590	42,590
2870	**Community Facility District - MST**			-	-	-	-	-
	28700 - CFD - MST	74,438	$ 44,788	268,409	387,635	387,635	-	387,635
	28710 - CFD - MST Debt Service	-	-	-	-	-	-	-
2875	28750 - CFD - Devlin Road	46,370	-	-	46,370	-	46,370	46,370
Total Service Districts		**$ 1,575,307**	**$ 77,807**	**$ 1,386,636**	**$ 3,039,750**	**$ 1,685,877**	**$ 1,353,873**	**$ 3,039,750**
Joint Power Agencies								
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ 639	$ 1,511,797	$ 1,644,025	$ 1,644,025	$ -	$ 1,644,025
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	1,731,182	3,121,117	2,481,182	639,935	3,121,117
2830	28300 - NVTID - Countywide	10,000	-	8,510,000	8,520,000	8,510,000	10,000	8,520,000
5060	**Napa County Housing Authority**			-	-	-	-	-
	50600 - NCHA - Administration	885,372	-	733,177	1,618,549	733,025	885,524	1,618,549
	50605 - Farmworker Centers	-	-	2,152,190	2,152,190	2,107,190	45,000	2,152,190
Total Joint Power Agencies		**$ 2,416,896**	**$ 639**	**$ 14,638,346**	**$ 17,055,881**	**$ 15,475,422**	**$ 1,580,459**	**$ 17,055,881**
Total Special Districts and Other Agencies		**$ 4,333,508**	**$ 372,088**	**$ 19,549,547**	**$ 24,255,143**	**$ 20,995,721**	**$ 3,259,422**	**$ 24,255,143**

District	LBRID	NBRID	CFD- MST
Appropriations Limit	$ 573,288	$ 1,335,852	$ 3,398,581,850
Appropriations Subject to Limit	$ 486,836	$ 939,304	$ 238,409

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Resort Improvement Districts						
5220	**Lake Berryessa Resort Improvement District**					
	52200 - LBRID - Operations	$ 3,434,951	$ -	$ 3,412,737	$ -	$ 22,214
	52205 - LBRID - Capital Improvement Projects	7,906,239	-	7,587,148	-	319,091
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	**Napa Berryessa Resort Improvement District**		-	-	-	
	52400 - NBRID - Operations	46,916	-	46,916	-	-
	52405 - NBRID - Capital Improvement Projects	138,554	-	138,554	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		**$ 12,023,629**	**$ -**	**$ 11,682,324**	**$ -**	**$ 341,305**
Service Districts						
2800	28000 - County Service Area No. 3	$ 168,647	$ -	$ -	$ -	$ 168,647
2810	28100 - County Service Area No. 4	1,017,693	-	-	-	1,017,693
2850	28500 - Silverado Community Services	203,523	-	-	-	203,523
2860	**Monticello Cemetery District**		-	-	-	
	28600 - Monticello Public Cemetery	24,646	-	-	-	24,646
	28610 - Monticello Public Cemetery - Endowment	66,868	-	26,878	-	39,990
2870	**Community Facilities District - MST**		-	-	-	
	28700 - Community Facility District - MST	74,438	-	-	-	74,438
	28710 - Community Facility District - MST Debt Service	381,224	-	381,224	-	-
2875	28750 - Community Facility District - Devlin Road	46,370	-	-	-	46,370
Total Service Districts		**$ 1,983,409**	**$ -**	**$ 408,102**	**$ -**	**$ 1,575,307**
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	$ 131,589	$ -	$ -	$ -	$ 131,589
2720	27200 - Groundwater Sustainability Agency	1,389,935	-	-	-	1,389,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	10,000	-	-	-	10,000
5060	**Napa County Housing Authority**		-	-	-	
	50600 - NCHA - Administration	885,372	-	-	-	885,372
	50605 - Farmworker Centers	5,140,236	-	5,140,236	-	-
Total Joint Power Agencies		**$ 7,557,132**	**$ -**	**$ 5,140,236**	**$ -**	**$ 2,416,896**
Total Special Districts and Other Agencies		**$ 21,564,170**	**$ -**	**$ 17,230,662**	**$ -**	**$ 4,333,508**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Resort Improvement Districts							
5220	**Lake Berryessa Resort Improvement District**						
	52200 - Assigned for future district costs	$ -	$ 277,968	$ -	$ -	$ -	$ (277,968)
	52200 - Committed from CalOES	150,151	-	-	-	-	150,151
	52200 - Nonspendable investment in capital assets	3,262,586	-	-	-	-	3,262,586
	52200 - Nonspendable uncollected assessments	-	-	-	-	-	-
	52205 - Nonspendable investment in capital assets	6,979,609	-	-	-	-	6,979,609
	52205 - Committed to current capital projects	-			319,091		319,091
	52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
	52210 - Assigned for future district costs	-	15,674	-	-	-	(15,674)
5240	**Napa Berryessa Resort Improvement District**						
	52400 - Assigned for future district costs	$ -	$ -	$ -	$ -	$ -	$ -
	52400 - Committed from FEMA	46,916	-	-	-	-	46,916
	52405 - Nonspendable investment in capital assets	138,554	-	-	-	-	138,554
	52410 - Restricted for future debt service	496,969	-	-	5,999	-	502,968
Total Resort Improvement Districts		**$ 11,682,324**	**$ 293,642**	**$ -**	**$ 325,090**	**$ -**	**$ 11,713,772**
Service Districts							
2800	28000 - County Service Area No. 3	$ -	$ -	$ -	$ 117,837	$ -	$ 117,837
2810	28100 - County Service Area No. 4	-	-	-	972,033	-	972,033
2850	28500 - Silverado Community Services	-	-	-	187,043	-	187,043
2860	**Monticello Cemetery District**						
	28600 - Assigned to future district costs	-	-	-	-	-	-
	28610 - Nonspendable endowment	26,878	33,019	-	30,590	-	24,449
	28610 - Assigned endowment	-	-	-	-	-	-
2870	**Community Facilities District - MST**						
	28700 - Assigned to future district costs	-	44,788	-	-	-	(44,788)
	28710 - Restricted for debt service	381,224	-	-	-	-	381,224
2875	28750 - Community Facility District - Devlin Road	-	-	-	46,370	-	46,370
Total Service Districts		**$ 408,102**	**$ 77,807**	**$ -**	**$ 1,353,873**	**$ -**	**$ 1,684,168**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts
Fiscal Year 2026-2027

Schedule 14

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	$ -	$ 639	$ -	$ -	$ -	$ (639)
2720	27200 - Groundwater Sustainability Agency	-	-	-	639,935	-	639,935
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	10,000	-	10,000
5060	**Napa County Housing Authority**						
	50600 - Assigned for future project costs	-	-	-	885,524	-	885,524
	50605 - Nonspendable investment in capital assets	4,070,236	-	-	-	-	4,070,236
	50605 - Restricted to operating reserves	710,000			30,000	-	740,000
	50605 - Restricted to facility replacement	360,000			15,000	-	375,000
Joint Power Agencies		**$ 5,140,236**	**$ 639**	**$ -**	**$ 1,580,459**	**$ -**	**$ 6,720,056**
Total Special Districts and Other Agencies		**$ 17,230,662**	**$ 372,088**	**$ -**	**$ 3,259,422**	**$ -**	**$ 20,117,996**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1276

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Tracy A. Schulze - Auditor Controller

SUBJECT: Napa County 2026-27 Budget Adoption

RECOMMENDATION

Adopt a Resolution Adopting the Recommended Budget for Napa County for Fiscal Year 2026-27; and adopt a Resolution Amending the Table and Index of Classes. (Fiscal Impact: Establishes budget appropriations for all County funds; Discretionary)

(CONTINUED FROM JUNE 16, 2026)

BACKGROUND

The Board of Supervisors opened a public hearing for the Napa County fiscal year 2026-27 budget on June 15, 2026. This item has been prepared by the Auditor-Controller's Office, based on the Board's actions taken during the public hearing, in accordance with the State of California, County Budget Act, Government Code Sections 29080-29093.

There are two resolutions for the Board's consideration. The first resolution is to adopt the Recommended 2026-27 Budget. Attached are State Controller Schedules 1-4 and 12-14, which include decreases and increases to obligated fund balances, resulting in total financing sources and uses during the year. The second resolution makes certain changes to the table and index of positions that are necessary to implement the Recommended 2026-27 Budget (see Personnel Schedules in the Recommended Budget for more details).

Procedural Requirements:
1. Continue Public Hearing from June 16, 2026
2. Staff Reports
3. Public Comments
4. Close the Public Hearing
5. Motion, second, discussion, and vote to adopt two Resolutions

The attachments include the following:

- Resolution to Adopt the Recommended 2026-27 Budget
- State Schedules 1, 2, 3 and 4 All Fund Budget Summary and Governmental Funds
- State Schedules 2, 3 and 4 Non-operating Special Revenue Funds
- State Schedules 12, 13, and 14 Internal Service Funds and Enterprise Funds
- Resolution to Amend the Table and Index of Classes
- Management Compensation Plan - Confidential (Redline)
- Management Compensation Plan - Confidential (Clean)

Requested Action:
Adopt a Resolution adopting the Recommended Budget of Napa County for Fiscal Year 2026-27 and adopt a Resolution to Amend the Table and Index of Classes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Establishes the budget authority for fiscal year 2026-27.
Consequences if not approved:	Without budget adoption, the County will not have spending authority for fiscal year 2026-27.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO._____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET OF THE COUNTY FOR FISCAL YEAR 2026-2027

WHEREAS, the County Budget Act (California Government Code Sections 29000 et seq.) requires the Napa County Board of Supervisors to adopt the 2026-2027 fiscal year budget no later than October 2, 2026, and thereafter the Napa County Auditor must file a copy of the adopted budget in the format prescribed by the California State Controller with the Clerk of the Napa County Board of Supervisors and the Controller no later than December 1, 2026; and

WHEREAS, on May 21, 2026, notice of a public hearing on the proposed budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code sections 29080; and

WHEREAS, on May 29, 2026, the County's recommended budget was posted on the County's website and publicly available; and

WHEREAS, hearings have been held by the Board of Supervisors of Napa County at the time, place and manner described in the published notice, commencing on June 15, 2026, to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board of Supervisors for further hearings, the Board of Supervisors has declared the hearings concluded, and it is now the time to adopt the recommended budget for Napa County for fiscal year 2026-2027.

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including any changes adopted by the Board during the budget hearings, is hereby adopted as the budget of Napa County for fiscal year 2026-2027, including the approved appropriations by general class, the capital assets, the position changes, the reserves by funds and purpose, and the schedules as revised by the exhibits attached hereto; and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirements, including increases and decreases to obligated fund balance as is set forth in Schedules 1 - 4 and Schedules 12 - 14, which are attached hereto and incorporated by this reference as though set forth herein in full, for fiscal year 2026-2027 are as follows:

Total County Governmental Funds (not including Non-operating Special Revenue Funds)	**$767,270,360**
Non-operating Special Revenue Funds	**$136,744,302**
Total County Internal Service Funds and Enterprise Funds	**$241,065,857**

4. The fiscal year 2026-2027 estimated appropriations limit, calculated in conformity with California Government Code Sections 7900 et seq., is $3,514,016,319 and the total annual appropriations subject to limitation are $259,364,430. The actual appropriations limit and annual appropriations subject to limitation will be adopted by resolution on or before October 2, 2026, once all the financial information required to compute the appropriations limit and the total annual appropriations subject to limitation is available.

5. Pursuant to California Government Code section 29125, the Napa Chief Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in Napa County Policy for Budgetary Control, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

6. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing process will be presented by the Chief Executive Officer to the Board of Supervisors for approval.

7. Pursuant to California Government Code Section 29093, the Auditor shall ensure that a copy of the adopted budget for Napa County for fiscal year 2026-2027 shall be filed, in the format prescribed by the California State Controller, with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2026.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 23rd day of June 2026 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl L. Bratton* County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

State Controller Schedules
County Budget Act
January 2010, Version 1

All Funds Summary
Fiscal Year 2026-2027

Schedule 1

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2026	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Governmental Funds							
General Fund	$ 26,810,648	$ 10,330,000	$ 311,985,175	$ 349,125,823	$ 338,382,547	$ 10,743,276	$ 349,125,823
Special Revenue Funds - Operating	90,588,212	-	314,596,793	405,185,005	351,282,009	53,902,996	405,185,005
Special Revenue Funds - Non Operating [1]	67,430,221	2,072,276	67,241,805	136,744,302	75,155,644	61,588,658	136,744,302
Capital Project Funds	6,536,946	212,498	5,949,088	12,698,532	12,698,532	-	12,698,532
Debt Service Fund	-	-	261,000	261,000	261,000	-	261,000
Total Governmental Funds	**$ 191,366,027**	**$ 12,614,774**	**$ 700,033,861**	**$ 904,014,662**	**$ 777,779,732**	**$ 126,234,930**	**$ 904,014,662**
Other Funds							
Internal Service Funds	$ 22,221,699	$ -	$ 188,295,465	$ 210,517,164	$ 191,854,376	$ 18,662,788	$ 210,517,164
Enterprise Funds	7,354,844	231,723	22,962,126	30,548,693	26,524,421	4,024,272	30,548,693
Special Districts and Other Agencies	4,333,508	372,088	21,167,793	25,873,389	20,995,721	4,877,668	25,873,389
Total Other Funds	**$ 33,910,051**	**$ 603,811**	**$ 232,425,384**	**$ 266,939,246**	**$ 239,374,518**	**$ 27,564,728**	**$ 266,939,246**
Total All Funds	**$ 225,276,078**	**$ 13,218,585**	**$ 932,459,245**	**$ 1,170,953,908**	**$ 1,017,154,250**	**$ 153,799,658**	**$ 1,170,953,908**

(1) Detailed information related to these funds is located in the Non Operating Special Revenue Funds section.

State Controller Schedules
County Budget Act
January 2010, Version 1

Governmental Funds Summary
Fiscal Year 2026-2027

Schedule 2

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2026	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
General Fund							
1000 - General Fund	$ 26,810,648	$ 10,000,000	$ 309,124,812	$ 345,935,460	$ 335,192,184	$ 10,743,276	$ 345,935,460
1000 - Community Investments	-	-	1,520,363	1,520,363	1,520,363	-	1,520,363
1000 - Tobacco Settlement	-	330,000	1,340,000	1,670,000	1,670,000	-	1,670,000
Total General Fund	**$ 26,810,648**	**$ 10,330,000**	**$ 311,985,175**	**$ 349,125,823**	**$ 338,382,547**	**$ 10,743,276**	**$ 349,125,823**
Special Revenue Funds - Operating							
2000 - Health & Human Svcs Agency	$ 37,455,489	$ -	$ 188,186,198	$ 225,641,687	$ 196,567,222	$ 29,074,465	$ 225,641,687
2020 - County Library	9,945,833	-	31,159,861	41,105,694	39,667,011	1,438,683	41,105,694
2030 - Housing and Community Services	3,540,712	-	13,509,588	17,050,300	16,087,964	962,336	17,050,300
2040 - Roads	8,188,570	-	32,328,680	40,517,250	36,750,806	3,766,444	40,517,250
2060 - Inmate Welfare	1,183,826	-	151,500	1,335,326	123,612	1,211,714	1,335,326
2070 - Napa Valley Tourism Imp-Uninc	488,976	-	585,000	1,073,976	710,000	363,976	1,073,976
2080 - Affordable Housing	8,974,556	-	11,939,050	20,913,606	11,561,854	9,351,752	20,913,606
2100 - Fire Protection	13,880,879	-	23,850,148	37,731,027	34,253,725	3,477,302	37,731,027
2120 - Wildlife Conservation Comm	42,189	-	78,400	120,589	75,000	45,589	120,589
2140 - Planning Bldg & Env Svcs	1,582,394	-	6,671,547	8,253,941	7,923,806	330,135	8,253,941
2150 - Public TV Ed & Govt	377,098	-	45,000	422,098	100,000	322,098	422,098
2160 - Child Support Services	811,435	-	4,098,321	4,909,756	4,098,321	811,435	4,909,756
2180 - Zone-1 Garbage	3,103,130	-	869,000	3,972,130	1,663,820	2,308,310	3,972,130
2182 - UVDS Franchise Fee	819,137	-	1,010,000	1,829,137	1,535,968	293,169	1,829,137
2190 - Deferred Compensation Board	193,988	-	114,500	308,488	162,900	145,588	308,488
Total Special Revenue Funds - Operating	**$ 90,588,212**	**$ -**	**$ 314,596,793**	**$ 405,185,005**	**$ 351,282,009**	**$ 53,902,996**	**$ 405,185,005**
Total Special Revenue Funds - Non Operating [1]	**$ 67,430,221**	**$ 2,072,276**	**$ 67,241,805**	**$ 136,744,302**	**$ 75,155,644**	**$ 61,588,658**	**$ 136,744,302**
Capital Project Funds							
3000 - Capital Projects Fund	$ 6,536,946	$ 212,498	$ 5,949,088	$ 12,698,532	$ 12,698,532	$ -	$ 12,698,532
Total Capital Project Funds	**$ 6,536,946**	**$ 212,498**	**$ 5,949,088**	**$ 12,698,532**	**$ 12,698,532**	**$ -**	**$ 12,698,532**

State Controller Schedules
County Budget Act
January 2010, Version 1

Governmental Funds Summary (continued)
Fiscal Year 2026-2027

Schedule 2

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2026	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Debt Service Fund							
3500 - Debt Service Fund	$ -	$ -	$ 261,000	$ 261,000	$ 261,000	$ -	$ 261,000
Total Debt Service Fund	**$ -**	**$ -**	**$ 261,000**	**$ 261,000**	**$ 261,000**	**$ -**	**$ 261,000**
Total Governmental Funds	**$ 191,366,027**	**$ 12,614,774**	**$ 700,033,861**	**$ 904,014,662**	**$ 777,779,732**	**$ 126,234,930**	**$ 904,014,662**
Estimated Appropriations Limit	**$ 3,514,016,319**						
Est. Appropriations Subject to Limit	**$ 259,364,430**						

(1) Detailed information related to these funds is located in the Non Operating Special Revenue Funds section.

State Controller Schedules
County Budget Act
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Fund Balance - Governmental Funds
Fiscal Year 2026-2027

Schedule 3
Actual ☐
Estimated ☑

Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
General Fund					
1000 - General Fund	$ 140,394,214	$ -	$ 99,772,164	$ 13,811,402	$ 26,810,648
1000 - Community Investments	14,065	-	-	14,065	-
1000 - Tobacco Master Settlement	5,656,735	-	-	5,656,735	-
Total General Fund	**$ 146,065,014**	**$ -**	**$ 99,772,164**	**$ 19,482,202**	**$ 26,810,648**
Special Revenue Funds - Operating					
2000 - Health and Human Services	$ 55,274,552	$ -	$ 17,819,063	$ -	$ 37,455,489
2020 - County Library	34,251,213	-	2,243,000	22,062,380	9,945,833
2030 - Housing and Homeless Services	6,961,254	-	3,420,542	-	3,540,712
2040 - Road Fund	8,188,570	-	-	-	8,188,570
2060 - Inmate Welfare	1,183,826	-	-	-	1,183,826
2070 - NVTID Unincorporated	488,976	-	-	-	488,976
2080 - Affordable Housing Fund	69,368,579	-	60,394,023	-	8,974,556
2100 - Fire Protection	13,880,879	-	-	-	13,880,879
2120 - Wildlife Conservation	42,189	-	-	-	42,189
2140 - Building Code Enforcement	1,582,394	-	-	-	1,582,394
2150 - Public Television Educational & Govt	377,098	-	-	-	377,098
2160 - Child Support Services	811,435	-	-	-	811,435
2180 - Zone 1 Garbage	3,645,130	-	-	542,000	3,103,130
2182 - UVDS Franchise Fee	819,137	-	-	-	819,137
2190 - Deferred Compensation Board	193,988	-	-	-	193,988
Total Special Revenue Funds - Operating	**$ 197,069,220**	**$ -**	**$ 83,876,628**	**$ 22,604,380**	**$ 90,588,212**
Total Special Revenue Funds - Non Operating (1)	**$ 67,809,786**	**$ -**	**$ 379,565**	**$ -**	**$ 67,430,221**
Capital Project Funds					
3000 - Capital Improvement Projects Fund	$ 41,677,342	$ -	$ 35,140,396	$ -	$ 6,536,946
Total Capital Project Funds	**$ 41,677,342**	**$ -**	**$ 35,140,396**	**$ -**	**$ 6,536,946**
Debt Service Fund					
3500 - Debt Service Fund	$ -	$ -	$ -	$ -	$ -
Total Debt Service Fund	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Governmental Funds	**$ 452,621,362**	**$ -**	**$ 219,168,753**	**$ 42,086,582**	**$ 191,366,027**

(1) Detailed information related to these funds is located in the Non Operating Special Revenue Funds section.

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Governmental Funds
Fiscal Year 2026-2027

Schedule 4

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
General Fund							
1000	**General Fund**						
	Restricted to General Reserve	$ 66,824,574	$ -	$ -	$ 3,226,066	$ -	$ 70,050,640
	Restricted to 2014 Earthquake	681,648	-	-	-	-	681,648
	Restricted to Trust 115 11RC	26,192,507	-	-	-	-	26,192,507
	Restricted to declared emergency	1,814,435	-	-	-	-	1,814,435
	Nonspendable loans and advances receivable	4,259,000	-	-	-	-	4,259,000
	Assigned for public protection programs	200,089	-	-	-	-	200,089
	Assigned for fiscal uncertainty	10,000,000	10,000,000	-	-	-	-
	Assigned for facility improvements Ag Commission	3,611,313	-	-	-	-	3,611,313
	Assigned for future expenditures	-	-	-	7,517,210	-	7,517,210
1000	**Community Investments**						
	Assigned for future community investments	14,065	-	-	-	-	14,065
1000	**Tobacco Settlement**						
	Assigned for future health programs	5,656,735	330,000	-	-	-	5,326,735
Total General Fund		**$ 119,254,366**	**$ 10,330,000**	**$ -**	**$ 10,743,276**	**$ -**	**$ 119,667,642**
Special Revenue Funds - Operating							
2000	**Health and Human Services**						
	Restricted to health & sanitation programs	17,819,063	-	-	29,074,465	-	46,893,528
2020	**County Library**						
	Restricted to General Reserve	2,243,000	-	-	90,000	-	2,333,000
	Assigned for capital replacement	22,062,380	-	-		-	22,062,380
	Restricted to Operating Reserve	-	-	-	1,348,683	-	1,348,683
2030	**Housing and Community Services**						
	Restricted for grant advances	3,420,542	-		-	-	3,420,542
	Assigned for future program expenditures	-	-	-	962,336	-	962,336
2040	**Road Fund**						
	Restricted for Greenwood culvert maintenance	-	-	-	-	-	-
	Assigned for future projects	-	-	-	3,766,444	-	3,766,444
2060	**Inmate Welfare**	-	-	-	1,211,714	-	1,211,714
2070	**NVTID Unincorporated**	-	-	-	363,976	-	363,976

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Governmental Funds (continued)
Fiscal Year 2026-2027

Schedule 4

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
2080	**Affordable Housing Fund**						
	Nonspendable loans receivable	55,807,805	-	-	-	-	55,807,805
	Nonspendable advances	36,218	-	-	-	-	36,218
	Restricted to Mid-Pen Housing	3,000,000	-	-	-	-	3,000,000
	Restricted to Jamboree Housing	1,550,000	-	-	-	-	1,550,000
	Assigned for future program expenditures	-	-	-	9,351,752	-	9,351,752
2100	**Fire Protection**	-	-	-	3,477,302	-	3,477,302
2120	**Wildlife Conservation**	-	-	-	45,589	-	45,589
2140	**Building Code Enforcement**						
	Assigned for Building Inspection	-	-	-	330,135	-	330,135
2150	**Public Television Educational & Govt**	-	-	-	322,098	-	322,098
2160	**Child Support Services**						
	Assigned for future program expenditures	-	-	-	811,435	-	811,435
2180	**Zone 1 Garbage**					-	
	Assigned for future contract negotiations	542,000	-	-	-	-	542,000
	Assigned for future program expenditures	-	-	-	2,308,310	-	2,308,310
2182	**UVDS Franchise Fee**	-	-	-	293,169	-	293,169
2190	**Deferred Compensation Board**	-	-	-	145,588	-	145,588
Total Special Revenue Funds - Operating		**$ 106,481,008**	**$ -**	**$ -**	**$ 53,902,996**	**$ -**	**$ 160,384,004**
Total Special Revenue Funds - Non Operating (1)		**$ 379,565**	**$ 2,072,276**	**$ -**	**$ 61,588,658**	**$ -**	**$ 59,895,947**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Governmental Funds (continued)
Fiscal Year 2026-2027

Schedule 4

Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Capital Project Funds						
3000 Capital Improvement Projects Fund						
Restricted for Criminal Justice Facilities	$ 1,806,806	$ -	$ -	$ -	$ -	$ 1,806,806
Nonspendable loans and advances receivable	4,718,467	-	-	-	-	4,718,467
Committed to current Capital Projects	28,615,123	-	-	-	-	28,615,123
Assigned for future Roads projects	-	-	-	-	-	-
Assigned for future Capital projects	-	212,498	-	$ -	-	(212,498)
Total Capital Projects Funds	**$ 35,140,396**	**$ 212,498**	**$ -**	**$ -**	**$ -**	**$ 34,927,898**
Debt Service Fund						
3500 Debt Service Fund						
Restricted for future debt service	$ -	$ -	$ -	$ -	$ -	$ -
Total Debt Service Fund	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Governmental Funds	**$ 261,255,335**	**$ 12,614,774**	**$ -**	**$ 126,234,930**	**$ -**	**$ 374,875,491**

State Controller Schedules
County Budget Act
January 2010, Version 1

Governmental Funds Summary
Fiscal Year 2026-2027

Schedule 2

	Fund Name	Total Financing Sources: Fund Balance Available June 30, 2026	Total Financing Sources: Decreases to Obligated Fund Balance	Total Financing Sources: Additional Financing Sources	Total Financing Sources: Total Financing Sources	Total Financing Uses: Financing Uses	Total Financing Uses: Increases to Obligated Fund Balance	Total Financing Uses: Total Financing Uses
	1	2	3	4	5	6	7	8
Special Revenue Funds Non - Operating								
2400	**General Government**							
	24000 - Housing Rehabilitation Repayment	$ 18,057	$ -	$ -	$ 18,057	$ -	$ 18,057	$ 18,057
	24010 - 1% TOT-Housing	3,406,409	-	1,130,000	4,536,409	1,000,000	3,536,409	4,536,409
	24020 - State/County Prop Tax Admin - AB818	30,586	-	500	31,086	30,000	1,086	31,086
	24021 - County Assessor Grant Program	112,853	-	2,850	115,703	90,000	25,703	115,703
2420	**Public Protection**							
	24200 - Asset Forfeitures - DA	91,665	-	18,000	109,665	15,000	94,665	109,665
	24201 - Prop 64 Civil Penalties	756,856	-	273,000	1,029,856	400,000	629,856	1,029,856
	24203 - Vehicle Registration Assessment	466,004	-	287,000	753,004	350,000	403,004	753,004
	24210 - Consumer Fraud	78,150	-	27,000	105,150	25,000	80,150	105,150
	24220 - Civil Equipment	75,395	8,270	20,335	104,000	104,000	-	104,000
	24221 - Fingerprint ID	998,066	-	155,956	1,154,022	107,100	1,046,922	1,154,022
	24223 - Asset Forfeitures - Sheriff	110,477	-	2,943	113,420	25,200	88,220	113,420
	24224 - Debtor Assessment Fees	459,614	-	26,789	486,403	34,782	451,621	486,403
	24226 - Muni Court Auto Warrant	190,310	-	3,959	194,269	20,000	174,269	194,269
	24240 - Rabies Eradication and Control	11,161	-	251	11,412	2,000	9,412	11,412
	24255 - Standards and Training-Corrections	14,065	-	138,556	152,621	138,256	14,365	152,621
	24260 - Asset Forfeitures - Probation	4,079	-	75	4,154	3,557	597	4,154
	24266 - Community Corrections Performance Incentive	-	-	316,070	316,070	316,070	-	316,070
	24268 - Juvenile Justice Realignment	1,226,155	-	773,500	1,999,655	1,008,479	991,176	1,999,655
	24270 - Weights and Measures	138,721	-	20,000	158,721	-	158,721	158,721
	24280 - Micrographics	626,184	-	36,500	662,684	139,386	523,298	662,684
	24281 - Modernization	1,416,864	-	125,000	1,541,864	634,110	907,754	1,541,864
	24282 - Vital and Health Statistics - Clerk	332,735	-	27,500	360,235	12,000	348,235	360,235
	24283 - SS Truncation Fees	83,207	-	2,200	85,407	11,000	74,407	85,407
	24284 - Electronic Document Recording	357,788	-	27,300	385,088	23,630	361,458	385,088
	24290 - Seismic Education/Data Utilization	56,096	-	3,000	59,096	-	59,096	59,096
	24291 - Telecommunications	130,565	-	2,500	133,065	-	133,065	133,065
	24292 - Department of Public Health	179,999	-	-	179,999	58,170	121,829	179,999
	24294 - CASp Certification & Training	60,375	-	7,000	67,375	-	67,375	67,375

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Governmental Funds Summary (continued)
Fiscal Year 2026-2027

Schedule 2

	Fund Name	Total Financing Sources				Total Financing Uses		
		Fund Balance Available June 30, 2026	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Special Revenue Funds Non - Operating								
2440	**Public Ways & Facilities**							
	24400 - Mitigation - Airport Industrial Area	$ (2,108,006)	$ 2,064,006	$ 103,000	$ 59,000	$ 59,000	$ -	$ 59,000
	24410 - SB1	4,549,857	-	4,422,399	8,972,256	3,900,000	5,072,256	8,972,256
	24450 - Local Transportation Tax (T/U)	10,309,274	-	9,249,300	19,558,574	10,150,000	9,408,574	19,558,574
	24460 - Measure A – Unincorporated	362,956	-	-	362,956	-	362,956	362,956
2460	**Health & Sanitation**							
	24600 - AIDS Education - HS11350	36,299	-	1,800	38,099	-	38,099	38,099
	24601 - Local Public Health Bioterrorism	24,560	-	194,569	219,129	193,000	26,129	219,129
	24602 - Emergency Medical Services	168,667	-	511,000	679,667	511,000	168,667	679,667
	24603 - Vital and Health Statistics - Health	225	-	25,225	25,450	25,000	450	25,450
	24605 - HRSA-Health Resources and Services	12,403	-	151,561	163,964	150,000	13,964	163,964
	24606 - CDC - Public Health Emergency Response	1,187	-	50	1,237	-	1,237	1,237
	24607 - Hospital Prep - H1N1	1,006	-	50	1,056	-	1,056	1,056
	24608 - Tobacco Control Prop 99	2,089	-	151,000	153,089	151,000	2,089	153,089
	24609 - Tobacco Control Prop 56	-	-	151,000	151,000	151,000	-	151,000
	24610 - Child Restraint Surcharge	4,874	-	700	5,574	-	5,574	5,574
	24611 - Opioid Remediation Settlement	1,758,676	-	686,000	2,444,676	790,000	1,654,676	2,444,676
	24620 - Managed Care	1,860,230	-	50,000	1,910,230	-	1,910,230	1,910,230
	24621 - MHSA Planning Expenses	18,336,439	-	11,935,000	30,271,439	16,077,812	14,193,627	30,271,439
	24622 - CARE Court	178,585	-	8,000	186,585	26,000	160,585	186,585
	24640 - Alcohol Abuse Education & Prevention	34,253	-	27,500	61,753	-	61,753	61,753
	24641 - Drug Fees-HS11372.7	15,666	-	11,600	27,266	-	27,266	27,266
	24644 - PC 1463.16 - Statham	89,177	-	45,500	134,677	-	134,677	134,677
	24660 - PBES-Hazardous Waste Enforcement	547,823	-	15,000	562,823	15,000	547,823	562,823
	24665 - Local Enforcement Agency	93,612	-	2,200	95,812	6,000	89,812	95,812
	24700 - COVID-19 ARPA	339,025	-	-	339,025	-	339,025	339,025

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Governmental Funds Summary (continued)
Fiscal Year 2026-2027

Schedule 2

	Fund Name	Total Financing Sources				Total Financing Uses		
		Fund Balance Available June 30, 2026	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
	1	2	3	4	5	6	7	8
Special Revenue Funds Non - Operating								
2480	**Public Assistance**							
	24800 - County Children Fund	$ 30,653	$ -	$ 42,500	$ 73,153	$ 40,000	$ 33,153	$ 73,153
	24801 - SB163 Wraparound	2,066,183	-	40,000	2,106,183	100,000	2,006,183	2,106,183
	24805 - Indigent Burial	12,929	-	4,622	17,551	10,000	7,551	17,551
	24810 - Clerk Domestic Violence	7,447	-	19,590	27,037	20,000	7,037	27,037
	24811 - Family Support Subacct	2,046,827	-	1,820,000	3,866,827	2,184,318	1,682,509	3,866,827
	24812 - Sales Tax Realign - CALWorks	395,207	-	1,403,000	1,798,207	1,400,000	398,207	1,798,207
	24860 - Title IVE	17,880	-	281,200	299,080	280,000	19,080	299,080
2500	**Realignment 2011**							
	25000 - CEO - Local Law Enforcement Services	4,532,158	-	2,727,018	7,259,176	3,064,506	4,194,670	7,259,176
	25001 - CEO - Local Community Corrections	3,939,300	-	5,200,000	9,139,300	6,784,225	2,355,075	9,139,300
	25010 - District Attorney	565,425	-	120,000	685,425	120,000	565,425	685,425
	25020 - Public Defender	552,015	-	120,000	672,015	203,000	469,015	672,015
	25031 - Trial Court Security	46,174	-	2,120,000	2,166,174	2,120,000	46,174	2,166,174
	25040 - Youthful Offender Block Grant	3,533,599	-	1,079,233	4,612,832	1,032,093	3,580,739	4,612,832
	25050 - Community Mental Health	1,633,037	-	5,957,128	7,590,165	5,957,128	1,633,037	7,590,165
	25062 - Behavioral Health	74	-	6,200,306	6,200,380	6,200,380	-	6,200,380
	25063 - Protective Services	-	-	8,936,970	8,936,970	8,887,442	49,528	8,936,970
Total Special Revenue Funds Non - Operating		$ 67,430,221	$ 2,072,276	$ 67,241,805	$ 136,744,302	$ 75,155,644	$ 61,588,658	$ 136,744,302

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Fund Balance - Governmental Funds
Fiscal Year 2026-2027

Schedule 3
Actual ☐
Estimated ☑

Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Special Revenue Funds Non - Operating					
2400 General Government					
24000 - Housing Rehabilitation Repayment	$ 18,057	$ -	$ -	$ -	$ 18,057
24010 - 1% TOT-Housing	3,406,409	-	-	-	3,406,409
24020 - State/County Prop Tax Admin - AB818	30,586	-	-	-	30,586
24021 - County Assessor Grant Program	112,853	-	-	-	112,853
2420 Public Protection		-		-	
24200 - Asset Forfeitures - DA	91,665	-	-	-	91,665
24201 - Prop 64 Civil Penalties	756,856	-	-	-	756,856
24203 - Vehicle Registration Assessment	466,004	-	-	-	466,004
24210 - Consumer Fraud	78,150	-	-	-	78,150
24220 - Civil Equipment	75,395	-	-	-	75,395
24221 - Fingerprint ID	998,066	-	-	-	998,066
24223 - Asset Forfeitures - Sheriff	110,477	-	-	-	110,477
24224 - Debtor Assessment Fees	459,614	-	-	-	459,614
24226 - Muni Court Auto Warrant	190,310	-	-	-	190,310
24240 - Rabies Eradication and Control	11,161	-	-	-	11,161
24255 - Standards and Training-Corrections	14,065	-	-	-	14,065
24260 - Asset Forfeitures - Probation	4,079	-	-	-	4,079
24268 - Juvenile Justice Realignment	1,226,155	-	-	-	1,226,155
24270 - Weights and Measures	138,721	-	-	-	138,721
24280 - Micrographics	626,184	-	-	-	626,184
24281 - Modernization	1,416,864	-	-	-	1,416,864
24282 - Vital and Health Statistics - Clerk	332,735	-	-	-	332,735
24283 - SS Truncation Fees	83,207	-	-	-	83,207
24284 - Electronic Document Recording	357,788	-	-	-	357,788
24290 - Seismic Education/Data Utilization	56,096	-	-	-	56,096
24291 - Telecommunications	130,565	-	-	-	130,565
24292 - Department of Public Health	179,999	-	-	-	179,999
24294 - CASp Certification & Training	60,375	-	-	-	60,375

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Fund Balance - Governmental Funds (continued)
Fiscal Year 2026-2027

Schedule 3
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Special Revenue Funds Non - Operating						
2440	**Public Ways & Facilities**		-		-	
	24400 - Mitigation - Airport Industrial Area	$ (2,108,006)	$ -	$ -	$ -	$ (2,108,006)
	24410 - SB1	4,549,857	-	-	-	4,549,857
	24450 - Local Transportation Tax (T/U)	10,309,274	-	-	-	10,309,274
	24460 - Measure A – Unincorporated	742,521	-	379,565	-	362,956
2460	**Health & Sanitation**		-		-	
	24600 - AIDS Education - HS11350	36,299	-	-	-	36,299
	24601 - Local Public Health Bioterrorism	24,560	-	-	-	24,560
	24602 - Emergency Medical Services	168,667	-	-	-	168,667
	24603 - Vital and Health Statistics - Health	225	-	-	-	225
	24605 - HRSA-Health Resources and Services	12,403	-	-	-	12,403
	24606 - CDC - Public Health Emergency Response	1,187	-	-	-	1,187
	24607 - Hospital Prep - H1N1	1,006	-	-	-	1,006
	24608 - Tobacco Control Prop 99	2,089	-	-	-	2,089
	24610 - Child Restraint Surcharge	4,874	-	-	-	4,874
	24611 - Opioid Remediation Settlement	1,758,676	-	-	-	1,758,676
	24620 - Managed Care	1,860,230	-	-	-	1,860,230
	24621 - MHSA Planning Expenses	18,336,439	-	-	-	18,336,439
	24622 - CARE Court	178,585	-	-	-	178,585
	24640 - Alcohol Abuse Education & Prevention	34,253	-	-	-	34,253
	24641 - Drug Fees-HS11372.7	15,666	-	-	-	15,666
	24644 - PC 1463.16 - Statham	89,177	-	-	-	89,177
	24660 - PBES-Hazardous Waste Enforcement	547,823	-	-	-	547,823
	24665 - Local Enforcement Agency	93,612	-	-	-	93,612
	24700 - COVID-19 ARPA	339,025	-	-	-	339,025

State Controller Schedules
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Fund Balance - Governmental Funds (continued)
Fiscal Year 2026-2027

Schedule 3
Actual ☐
Estimated ☑

	Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
	1	2	3	4	5	6
Special Revenue Funds Non - Operating						
2480	**Public Assistance**		-		-	
	24800 - County Children Fund	$ 30,653	$ -	$ -	$ -	$ 30,653
	24801 - SB163 Wraparound	2,066,183	-	-	-	2,066,183
	24805 - Indigent Burial	12,929	-	-	-	12,929
	24810 - Clerk Domestic Violence	7,447	-	-	-	7,447
	24811 - Family Support Subacct	2,046,827	-	-	-	2,046,827
	24812 - Sales Tax Realign - CALWorks	395,207	-	-	-	395,207
	24860 - Title IVE	17,880	-	-	-	17,880
2500	**Realignment 2011**		-		-	
	25000 - CEO - Local Law Enforcement Services	4,532,158	-	-	-	4,532,158
	25001 - CEO - Local Community Corrections	3,939,300	-	-	-	3,939,300
	25010 - District Attorney	565,425	-	-	-	565,425
	25020 - Public Defender	552,015	-	-	-	552,015
	25031 - Trial Court Security	46,174	-	-	-	46,174
	25040 - Youthful Offender Block Grant	3,533,599	-	-	-	3,533,599
	25050 - Community Mental Health	1,633,037	-	-	-	1,633,037
	25062 - Behavioral Health	74	-	-	-	74
Total Special Revenue Funds Non - Operating		$ 67,809,786	$ -	$ 379,565	$ -	$ 67,430,221

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Obligated Fund Balances - Governmental Funds
Fiscal Year 2026-2027

Schedule 4

Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Special Revenue Funds Non - Operating						
2400 General Government						
24000 - Housing Rehabilitation Repayment	$ -	$ -	$ -	$ 18,057	$ -	$ 18,057
24010 - 1% TOT-Housing	-	-	-	3,536,409	-	3,536,409
24020 - State/County Prop Tax Admin - AB818	-	-	-	1,086	-	1,086
24021 - County Assessor Grant Program	-	-	-	25,703	-	25,703
2420 Public Protection						
24200 - Asset Forfeitures - DA	-	-	-	94,665	-	94,665
24201 - Prop 64 Civil Penalties	-	-	-	629,856	-	629,856
24203 - Vehicle Registration Assessment	-	-	-	403,004	-	403,004
24210 - Consumer Fraud	-	-	-	80,150	-	80,150
24220 - Civil Equipment	-	8,270	-	-	-	(8,270)
24221 - Fingerprint ID	-	-	-	1,046,922	-	1,046,922
24223 - Asset Forfeitures - Sheriff	-	-	-	88,220	-	88,220
24224 - Debtor Assessment Fees	-	-	-	451,621	-	451,621
24226 - Muni Court Auto Warrant	-	-	-	174,269	-	174,269
24240 - Rabies Eradication and Control	-	-	-	9,412	-	9,412
24255 - Standards and Training-Corrections	-	-	-	14,365	-	14,365
24260 - Asset Forfeitures - Probation	-	-	-	597	-	597
24268 - Juvenile Justice Realignment	-	-	-	991,176	-	991,176
24270 - Weights and Measures	-	-	-	158,721	-	158,721
24280 - Micrographics	-	-	-	523,298	-	523,298
24281 - Modernization	-	-	-	907,754	-	907,754
24282 - Vital and Health Statistics - Clerk	-	-	-	348,235	-	348,235
24283 - SS Truncation Fees	-	-	-	74,407	-	74,407
24284 - Electronic Document Recording	-	-	-	361,458	-	361,458
24290 - Seismic Education/Data Utilization	-	-	-	59,096	-	59,096
24291 - Telecommunications	-	-	-	133,065	-	133,065
24292 - Department of Public Health	-	-	-	121,829	-	121,829
24294 - CASp Certification & Training	-	-	-	67,375	-	67,375

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Obligated Fund Balances - Governmental Funds (continued)
Fiscal Year 2026-2027

Schedule 4

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Special Revenue Funds Non - Operating							
2440	**Public Ways & Facilities**						
	24400 - Mitigation - Airport Industrial Area	$ -	$ 2,064,006	$ -	$ -	$ -	$ (2,064,006)
	24410 - SB1	-	-	-	5,072,256	-	5,072,256
	24450 - Local Transportation Tax (T/U)	-	-	-	9,408,574	-	9,408,574
	24460 - Measure A – Unincorporated	379,565	-	-	362,956	-	742,521
2460	**Health & Sanitation**						
	24600 - AIDS Education - HS11350	$ -	$ -	$ -	$ 38,099	$ -	$ 38,099
	24601 - Local Public Health Bioterrorism	-	-	-	26,129	-	26,129
	24602 - Emergency Medical Services	-	-	-	168,667	-	168,667
	24603 - Vital and Health Statistics - Health	-	-	-	450	-	450
	24605 - HRSA-Health Resources and Services	-	-	-	13,964	-	13,964
	24606 - CDC - Public Health Emergency Response	-	-	-	1,237	-	1,237
	24607 - Hospital Prep - H1N1	-	-	-	1,056	-	1,056
	24608 - Tobacco Control Prop 99	-	-	-	2,089	-	2,089
	24610 - Child Restraint Surcharge	-	-	-	5,574	-	5,574
	24611 - Opioid Remediation Settlement	-	-	-	1,654,676	-	1,654,676
	24620 - Managed Care	-	-	-	1,910,230	-	1,910,230
	24621 - MHSA Planning Expenses	-	-	-	14,193,627	-	14,193,627
	24622 - CARE Court	-	-	-	160,585	-	160,585
	24640 - Alcohol Abuse Education & Prevention	-	-	-	61,753	-	61,753
	24641 - Drug Fees-HS11372.7	-	-	-	27,266	-	27,266
	24644 - PC 1463.16 - Statham	-	-	-	134,677	-	134,677
	24660 - PBES-Hazardous Waste Enforcement	-	-	-	547,823	-	547,823
	24665 - Local Enforcement Agency	-	-	-	89,812	-	89,812
	24700 - COVID-19 ARPA	-	-	-	339,025	-	339,025

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Obligated Fund Balances - Governmental Funds (continued)
Fiscal Year 2026-2027

Schedule 4

	Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
	1	2	3	4	5	6	7
Special Revenue Funds Non - Operating							
2480	**Public Assistance**						
	24800 - County Children Fund	$ -	$ -	$ -	$ 33,153	$ -	$ 33,153
	24801 - SB163 Wraparound	-	-	-	2,006,183	-	2,006,183
	24805 - Indigent Burial	-	-	-	7,551	-	7,551
	24810 - Clerk Domestic Violence	-	-	-	7,037	-	7,037
	24811 - Family Support Subacct	-	-	-	1,682,509	-	1,682,509
	24812 - Sales Tax Realign - CALWorks	-	-	-	398,207	-	398,207
	24860 - Title IVE	-	-	-	19,080	-	19,080
2500	**Realignment 2011**						
	25000 - CEO - Local Law Enforcement Services	-	-	-	4,194,670	-	4,194,670
	25001 - CEO - Local Community Corrections	-	-	-	2,355,075	-	2,355,075
	25010 - District Attorney	-	-	-	565,425	-	565,425
	25020 - Public Defender	-	-	-	469,015	-	469,015
	25031 - Trial Court Security	-	-	-	46,174	-	46,174
	25040 - Youthful Offender Block Grant	-	-	-	3,580,739	-	3,580,739
	25050 - Community Mental Health	-	-	-	1,633,037	-	1,633,037
	25063 - Protective Services	-	-	-	49,528	-	49,528
Total Special Revenue Funds Non - Operating		**$ 379,565**	**$ 2,072,276**	**$ -**	**$ 61,588,658**	**$ -**	**$ 59,895,947**

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Proprietary Funds Summary
Fiscal Year 2026-2027

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2026	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Internal Service Funds							
4100 - Fleet Management	$ 11,615,987	$ -	$ 5,681,942	$ 17,297,929	$ 8,181,171	$ 9,116,758	$ 17,297,929
4200 - Information Technology Svcs	3,638,590	-	25,905,702	29,544,292	26,784,073	2,760,219	29,544,292
4300 - Property Management	1,790,322	-	14,949,212	16,739,534	15,014,523	1,725,011	16,739,534
4400 - Employee-Retiree Benefits	4,997,330	-	127,989,000	132,986,330	128,105,000	4,881,330	132,986,330
4500 - Liability Insurance	179,470	-	13,769,609	13,949,079	13,769,609	179,470	13,949,079
Total Internal Service Funds	**$ 22,221,699**	**$ -**	**$ 188,295,465**	**$ 210,517,164**	**$ 191,854,376**	**$ 18,662,788**	**$ 210,517,164**
Enterprise Funds							
5010 - Airport	$ 5,488,259	$ -	$ 18,774,245	$ 24,262,504	$ 21,155,469	$ 3,107,035	$ 24,262,504
5020 - 5th Street Parking Garage	382,204	231,723	600,403	1,214,330	1,214,330	-	1,214,330
5040 - Animal Shelter	1,224,617	-	3,204,478	4,429,095	3,553,637	875,458	4,429,095
5080 - Lake Berryessa Concessions	259,764	-	383,000	642,764	600,985	41,779	642,764
Total Enterprise Funds	**$ 7,354,844**	**$ 231,723**	**$ 22,962,126**	**$ 30,548,693**	**$ 26,524,421**	**$ 4,024,272**	**$ 30,548,693**
Total Proprietary Funds	**$ 29,576,543**	**$ 231,723**	**$ 211,257,591**	**$ 241,065,857**	**$ 218,378,797**	**$ 22,687,060**	**$ 241,065,857**

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Fund Balance - Proprietary Funds
Fiscal Year 2026-2027

Schedule 13
Actual ☐
Estimated ☑

Fund Name	Total Fund Balance June 30, 2026	Less: Obligated Fund Balance			Fund Balance Available June 30, 2026
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Internal Service Funds					
4100 - Fleet Management	$ 19,740,693	$ -	$ 8,124,706	$ -	$ 11,615,987
4200 - Information Technology Services	7,055,511	-	2,416,921	1,000,000	3,638,590
4300 - Property Management	1,794,430	-	4,108	-	1,790,322
4400 - Employee/Retiree Benefits	18,078,838		13,081,508	-	4,997,330
4500 - Liability Insurance	4,085,871	-	3,906,401	-	179,470
Total Internal Service Funds	**$ 50,755,343**	**$ -**	**$ 27,533,644**	**$ 1,000,000**	**$ 22,221,699**
Enterprise Funds					
5010 - Napa County Airport	$ 33,163,445	$ -	$ 27,675,186	$ -	$ 5,488,259
5020 - Fifth Street Parking Garage	12,190,953	-	11,808,749	-	382,204
5040 - Napa County Animal Shelter	4,592,792	-	3,368,175	-	1,224,617
5080 - Lake Berryessa Concessions	314,042	-	54,278	-	259,764
Total Enterprise Funds	**$ 50,261,232**	**$ -**	**$ 42,906,388**	**$ -**	**$ 7,354,844**
Total Proprietary Funds	**$ 101,016,575**	**$ -**	**$ 70,440,032**	**$ 1,000,000**	**$ 29,576,543**

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Proprietary Funds
Fiscal Year 2026-2027

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2026	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Internal Service Funds						
4100 Fleet Management						
Nonspendable investment in capital assets	$ 8,124,706	$ -	$ -	$ -	$ -	$ 8,124,706
Assigned for future program costs	-	-	-	9,116,758	-	9,116,758
4200 Information Technology Services						
Nonspendable investment in capital assets	2,416,921	-	-	-	-	2,416,921
Assigned for future projects	1,000,000	-	-	-	-	1,000,000
Assigned for future program costs	-	-	-	2,760,219	-	2,760,219
4300 Property Management						
Nonspendable investment in capital assets	4,108	-	-	1,725,011	-	1,729,119
4400 Employee/Retiree Benefits						
Reserved for future Workers' Comp claims	13,081,508	-	-	4,881,330	-	17,962,838
Assigned for future program costs	-	-	-	-	-	-
4500 Liability Insurance						
Reserved for future claims	3,906,401	-	-	179,470	-	4,085,871
Total Internal Service Funds	**$ 28,533,644**	**$ -**	**$ -**	**$ 18,662,788**	**$ -**	**$ 47,196,432**
Enterprise Funds						
5010 Napa County Airport						
Nonspendable investment in capital assets	$ 27,675,186	$ -	$ -	$ -	$ -	$ 27,675,186
Restricted to fuel facilities maintenance	-	-	-	3,107,035	-	3,107,035
5020 Fifth Street Parking Garage						
Investment in capital assets, net of debt	11,808,749	-	-	-	-	11,808,749
Assigned for future program costs	-	231,723	-	-	-	(231,723)
5040 Napa County Animal Shelter						
Investment in capital assets, net of debt	3,213,222	-	-	-	-	3,213,222
Restricted to Spay and Neuter program	154,953	-	-	875,458	-	1,030,411
5080 Lake Berryessa Concessions						
Investment in capital assets, net of debt	54,278					54,278
Assigned for future program costs	-	-	-	41,779	-	41,779
Total Enterprise Funds	**$ 42,906,388**	**$ 231,723**	**$ -**	**$ 4,024,272**	**$ -**	**$ 46,698,937**
Total Proprietary Funds	**$ 71,440,032**	**$ 231,723**	**$ -**	**$ 22,687,060**	**$ -**	**$ 93,895,369**

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES, AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE JUNE 20, 2026

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, section 2.100.270 of the Napa County Code provides that the "Table and Index" may be amended from time to time by resolution of the Board of Supervisors; an

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes and appropriate personnel policies, as set forth in Exhibit "A," be implemented.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes and appropriate personnel policies, as set forth in Exhibit "A," effective June 20, 2026.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 23rd day of June 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy Date: May 20, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective June 20, 2026:

1. Amend the Table and Index of Classes, as follows:

    a. Add:

        i. Certified Peer Support Specialist (CPSE 133)
        $28.67 - $33.82 (approximate hourly rate)

        ii. Sheriff's Cadet (CPSE 434)
        $24.50 - $24.50 (approximate hourly rate)*

        iii. Web & Digital Media Specialist (CCON 271)
        $51.76 - $61.88 (approximate hourly rate)

    b. Delete:

        i. Mental Health Worker Aide (CPSE 133)
        $28.67 - $33.82 (approximate hourly rate)

        ii. Web Support Analyst I (CPSE 240)
        $45.18 - $53.84 (approximate hourly rate)

        iii. Web Support Analyst II (CPSE 271)
        $51.76 - $61.88 (approximate hourly rate)

        iv. Web Support Analyst II (CCON 271)
        $51.76 - $61.88 (approximate hourly rate)

2. Amend Part I: Section 37C-4 of the Napa County Policy Manual, Management Compensation Plan – Confidential, by deleting Web Support Analyst II from and adding Web & Digital Media Specialist to the list of classes in Attachment 1, Part A.

*Rate includes 3.5% COLA effective June 20, 2026

Revised: December 13, 2005
Revised: December 4, 2006
Revised: January 30, 2007
Revised: September 18, 2007
Revised: May 13, 2008
Revised: March 23, 2010; Resolution 2010-29
Revised August 7, 2012; Resolution 2012-114
Revised August 14, 2012; Resolution 2012-122
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 11-24-12); Resolution 2012-168
Revised June 16, 2015 (eff 6-20-15); Resolution 2015-77
Revised November 8, 2016 (eff 11-19-16); Resolution 2016-164
Revised December 19, 2017 (eff 12-30-17); Resolution 2017-194
Revised April 10, 2018 (eff 05-08-18); Resolution 2018-51
Revised September 10, 2019 (retroactive to July 27, 2019); Resolution 2019-111
Revised March 24, 2020 (eff 03-24-20); Resolution 2020-41
Revised July 26, 2022 (eff 06-25-22), Resolution 2022-104
Revised February 27, 2024 (retroactive to January 6, 2024); Resolution 2024-18
Revised May 21, 2024 (eff 05-25-24); Resolution 2024- 49
Revised December 17, 2024 (eff 12-21-24); Resolution 2024-138
Revised February 10, 2026 (eff 2-14-26); Resolution 2026-12
Revised April 28, 2026 (eff 5-9-26); Resolution 2026-31

COUNTY OF NAPA
MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL

Scope

The following sets forth the respective supplemental fringe benefits accorded to Confidential positions. Only those County Employee positions that have been designated as Confidential by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1 and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Confidential Employee: A Confidential Employee who has separated from active, permanent service for the purpose of retiring. It is presumed a Confidential Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Confidential Employee has separated from active employment for the purposes of retirement must be

provided.

C. Confidential: Any Employee other than management, management non-classified or management non-classified (other) who, in the course of performing their duties, has access to confidential information relating to the County's administration of employer-employee relations. (See Attachment 1).

D. Dependents: Refers to only the following: (a) the Confidential Employee, (b) the spouse of the Confidential Employee, (c) Employee's registered domestic partner as defined under California law and (d) the children of the Confidential Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Confidential Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless he/she is adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Confidential of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Confidential Employees

J. Confidential Employees shall be accorded the following:

1. $150.00 twice monthly, or in the case of a part-time Confidential Employee hired on or after September 19, 1987, a pro-rata share of the $150.00 twice monthly as additional compensation. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $20,000 with the premium paid by the County.

2. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000.

3. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

   (a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

   (b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

      i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b) (ii) below.

      ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in Section 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

      iii. In addition, within thirty (30) days of hire, an Employee, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

K. Retired Confidential Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

(a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision overages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Confidential Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA)

(d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public

Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Confidential Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, toward either health or dental coverage. To be eligible for this benefit Employees must have at least120 hours of sick leave at retirement. The Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of (1) month single-party health coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or
ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent health coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Confidential Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Confidential position).
(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL
ELIGIBILITY LIST

CONFIDENTIAL EMPLOYEES

Auditor-Controller Office
Accountant-Auditor I
Accountant-Auditor II
Senior Accountant-Auditor
Senior Systems Support Analyst
Staff Services Analyst I
Staff Services Analyst II
Systems Support Analyst

Clerk of the Board
Deputy Clerk of the BOS I
Deputy Clerk of the BOS II
Senior Deputy Clerk of the BOS

County Counsel's Office
Legal Secretary I
Legal Secretary II
Paralegal

County Executive Office
Buyer I/II
Executive Assistant-CEO
Office Assistant II
Senior Buyer
Senior Office Assistant
Staff Services Analyst II
Web ~~Support Analyst II~~& Digital Support Specialist

Human Resources
Human Resources Assistant I
Human Resources Assistant II
Human Resources Information Systems Analyst
Human Resources Services Specialist
Senior Office Assistant

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Information Technology Division
Information System Specialist I/II/Senior*

Sheriff Department
Administrative Secretary I

*The three (3) position allocations included in this Plan are those two (2) assigned to primary support of the Tyler Munis application group in the Auditor-Controller Office and the one (1) assigned to Broadband implementation housed within the County Executive Office.

APPENDIX TO MANAGEMENT COMPENSATION PLANS
NAPA COUNTY POLICIES 37C1-C5

I. Scope

The Management compensation plans set forth fringe benefits for Management, Confidential and Unrepresented employees. This Appendix sets forth additional fringe benefits for Management Compensation Plans 37C 1-5 effective January 1, 2016. These additional fringe benefits are not an exclusive list of fringe benefits that Management, Confidential and Unrepresented employees may be entitled to.

II. Definitions

1. Hazard Pay:

Any manager of the Environmental Health Division of the Planning, Building and Environmental Services Department that: (1) are trained to the Hazardous Materials Specialist level per 29 CFR 1910.120(q)(6)(iv), (2) possess a Hazardous Materials Technician certification, per 29 CFR 1910.210(q)(6)(iii), and (3) possess a current 40-hour OSHA HAZWOPER certification, shall receive $150 per month. Costs of training and certification under this section shall be paid by County.

2. Longevity Pay:

Full-time permanent employees with continuous years of County service (including employees reinstated under Article 50.0 (Reinstatement of Benefits)) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

(a) Upon completion of five (5) years, a $250 one-time lump sum payment.

(b) Upon completion of ten (10) years, a $500 one-time lump sum payment.

(c) Upon completion of fifteen (15) years, a $1,000 one-time lump sum payment.

(d) Upon completion of twenty (20) years, a $1,500 one-time lump sum payment.

(e) Upon completion of twenty-five (25) years, a $2,000 one-time lump sum payment.

(f) Upon completion of thirty (30) years, a $3,000 one-time lump sum payment.

Part-time permanent employees will receive these longevity payments on a pro-rated basis. As soon as administratively feasible following ratification of this MOU, employees shall be entitled to a single one-time lump sum payment based upon their continuous years of County service at the furthest milestone (i.e., (a), (b), (c), (d), (e), or (f) above) achieved. Any employee with at least five (5) and less than ten (10) years of County employment will receive the $250 payment and any employee with thirty (30) years or more of service will receive the $3,000 payment as part of implementation of the 2022-2024 MOU.

3. Bilingual Pay:

Employees qualifying for payment under County's bilingual pay plan shall receive the following pay per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time. Employees on extended State or Federal leaves of absence are not eligible to receive this pay while on a leave.

(a) Level I - $100 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

(b) Level II - $180 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.

4. Out-of-Class Assignment:

Employees should not be regularly assigned duties of a higher classification. If an employee in a lower classification assumes a majority of the duties of a higher job classification, then the provisions of this section should be followed.

(a) Except in the case of an unexpected absence, an out-of-class assignment shall normally be made in writing in advance of the commencement of the assignment by the Department Head or designee, and shall include an explanation why the employee is qualified for the assignment

(b) Employees shall receive five percent (5%) above their standard hourly rate for all hours worked in an out-of-class assignment.

(c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status; an employee must be assigned to an out-of-class assignment for a minimum of ten (10) consecutive workdays to receive the payment set forth in this subsection when the employee is on vacation or sick leave.

(d) An employee who separates from service while in an out-of-class assignment shall receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

5. Uniform Allowance:

Napa County Department of Corrections

Employees in the following classifications shall receive the following amounts per year for uniform allowance:

(a) Correctional Lieutenant, Assistant Director of Corrections and Director of Corrections: $900

Payment of Uniform Allowance

Employees covered in 40.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the employee was in a paid status and was not on sick leave for more than 75% of the work hours.

Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office

(a) Non-sworn employees in the Technical Services and Civil Divisions of the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of four (4) black polo shirts with the Sheriff's star and employee's name embroidered on the shirts.

(b) The Sheriff's Office will replace the shirts as needed when they become worn, damaged or if the items can no longer be worn due to pregnancy or weight gain or loss.

Napa County Sheriff and District Attorney's Offices Sworn Management

All Napa County Sheriff's Department or District Attorney's Office safety management required to maintain a uniform shall receive an annual uniform allowance payable and distributed over 24 pay periods. The annual uniform allowance is one thousand two hundred dollars ($1,200) paid at $50.00 per pay period. The payment shall be paid as specified above unless such employees have been absent from work due to a work-related illness or injury or leave without pay. If an employee has been absent from work due to a work related illness or injury or leave without pay, the County shall pay the employee only that percentage of the uniform allowance which is equivalent to the percentage of time the employee worked or was in a paid status during the six month payment period provided, that if an employee worked or was in a paid status for ninety percent (90%) or more of the time during a six (6) month pay period, the County shall pay the employee one hundred percent (100%) of the uniform allowance.

(a) The County will provide reasonable monetary reimbursement for any damaged clothing to law enforcement (safety) employees in the Sheriff's Office or District Attorney's Office. The damage must have resulted in the course of employment with the County. The damage and cost replacement must be verified by the respective Department Head or designated representative.

6. Probation Management Hazard Safety Premium Pay:

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

III. Policy

In addition to all other fringe benefits for elected officers, Managers, confidential and unrepresented employees outlined in Napa County Policy 37C Sections 1-5, Hazard Pay, Longevity Pay, Bilingual Pay, Temporary Upgrade Pay and Uniform Allowance and Probation Management Safety Hazard Premium are fringe benefits available to employees covered in Napa County Policy 37C Sections 1-5 effective January 1, 2016.

Revised: December 13, 2005
Revised: December 4, 2006
Revised: January 30, 2007
Revised: September 18, 2007
Revised: May 13, 2008
Revised: March 23, 2010; Resolution 2010-29
Revised August 7, 2012; Resolution 2012-114
Revised August 14, 2012; Resolution 2012-122
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Revised December 19, 2017 (eff 12-30-17); Resolution 2017-194
Revised April 10, 2018 (eff 05-08-18); Resolution 2018-51
Revised September 10, 2019 (retroactive to July 27, 2019); Resolution 2019-111
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Revised July 26, 2022 (eff 06-25-22), Resolution 2022-104
Revised February 27, 2024 (retroactive to January 6, 2024); Resolution 2024-18
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Revised February 10, 2026 (eff 2-14-26); Resolution 2026-12
Revised April 28, 2026 (eff 5-9-26); Resolution 2026-31

COUNTY OF NAPA
MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL

Scope

The following sets forth the respective supplemental fringe benefits accorded to Confidential positions. Only those County Employee positions that have been designated as Confidential by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1 and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Confidential Employee: A Confidential Employee who has separated from active, permanent service for the purpose of retiring. It is presumed a Confidential Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Confidential Employee has separated from active employment for the purposes of retirement must be

provided.

C. Confidential: Any Employee other than management, management non-classified or management non-classified (other) who, in the course of performing their duties, has access to confidential information relating to the County's administration of employer-employee relations. (See Attachment 1).

D. Dependents: Refers to only the following: (a) the Confidential Employee, (b) the spouse of the Confidential Employee, (c) Employee's registered domestic partner as defined under California law and (d) the children of the Confidential Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Confidential Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless he/she is adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Confidential of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Confidential Employees

J. Confidential Employees shall be accorded the following:

1. $150.00 twice monthly, or in the case of a part-time Confidential Employee hired on or after September 19, 1987, a pro-rata share of the $150.00 twice monthly as additional compensation. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $20,000 with the premium paid by the County.

2. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000.

3. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

   (a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

   (b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

      i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b) (ii) below.

      ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in Section 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

      iii. In addition, within thirty (30) days of hire, an Employee, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

K. Retired Confidential Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

(a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision overages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Confidential Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA)

(d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public

Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Confidential Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, toward either health or dental coverage. To be eligible for this benefit Employees must have at least120 hours of sick leave at retirement. The Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of (1) month single-party health coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent health coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Confidential Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Confidential position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL
ELIGIBILITY LIST

CONFIDENTIAL EMPLOYEES

Auditor-Controller Office
Accountant-Auditor I
Accountant-Auditor II
Senior Accountant-Auditor
Senior Systems Support Analyst
Staff Services Analyst I
Staff Services Analyst II
Systems Support Analyst

Clerk of the Board
Deputy Clerk of the BOS I
Deputy Clerk of the BOS II
Senior Deputy Clerk of the BOS

County Counsel's Office
Legal Secretary I
Legal Secretary II
Paralegal

County Executive Office
Buyer I/II
Executive Assistant-CEO
Office Assistant II
Senior Buyer
Senior Office Assistant
Staff Services Analyst II
Web & Digital Support Specialist

Human Resources
Human Resources Assistant I
Human Resources Assistant II
Human Resources Information Systems Analyst
Human Resources Services Specialist
Senior Office Assistant

Information Technology Division
Information System Specialist I/II/Senior*

Sheriff Department
Administrative Secretary I

*The three (3) position allocations included in this Plan are those two (2) assigned to primary support of the Tyler Munis application group in the Auditor-Controller Office and the one (1) assigned to Broadband implementation housed within the County Executive Office.

APPENDIX TO MANAGEMENT COMPENSATION PLANS
NAPA COUNTY POLICIES 37C1-C5

I. Scope

The Management compensation plans set forth fringe benefits for Management, Confidential and Unrepresented employees. This Appendix sets forth additional fringe benefits for Management Compensation Plans 37C 1-5 effective January 1, 2016. These additional fringe benefits are not an exclusive list of fringe benefits that Management, Confidential and Unrepresented employees may be entitled to.

II. Definitions

1. Hazard Pay:

Any manager of the Environmental Health Division of the Planning, Building and Environmental Services Department that: (1) are trained to the Hazardous Materials Specialist level per 29 CFR 1910.120(q)(6)(iv), (2) possess a Hazardous Materials Technician certification, per 29 CFR 1910.210(q)(6)(iii), and (3) possess a current 40-hour OSHA HAZWOPER certification, shall receive $150 per month. Costs of training and certification under this section shall be paid by County.

2. Longevity Pay:

Full-time permanent employees with continuous years of County service (including employees reinstated under Article 50.0 (Reinstatement of Benefits)) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

(a) Upon completion of five (5) years, a $250 one-time lump sum payment.

(b) Upon completion of ten (10) years, a $500 one-time lump sum payment.

(c) Upon completion of fifteen (15) years, a $1,000 one-time lump sum payment.

(d) Upon completion of twenty (20) years, a $1,500 one-time lump sum payment.

(e) Upon completion of twenty-five (25) years, a $2,000 one-time lump sum payment.

(f) Upon completion of thirty (30) years, a $3,000 one-time lump sum payment.

Part-time permanent employees will receive these longevity payments on a pro-rated basis. As soon as administratively feasible following ratification of this MOU, employees shall be entitled to a single one-time lump sum payment based upon their continuous years of County service at the furthest milestone (i.e., (a), (b), (c), (d), (e), or (f) above) achieved. Any employee with at least five (5) and less than ten (10) years of County employment will receive the $250 payment and any employee with thirty (30) years or more of service will receive the $3,000 payment as part of implementation of the 2022-2024 MOU.

3. Bilingual Pay:

Employees qualifying for payment under County's bilingual pay plan shall receive the following pay per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time. Employees on extended State or Federal leaves of absence are not eligible to receive this pay while on a leave.

(a) Level I - $100 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

(b) Level II - $180 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.

4. Out-of-Class Assignment:

Employees should not be regularly assigned duties of a higher classification. If an employee in a lower classification assumes a majority of the duties of a higher job classification, then the provisions of this section should be followed.

(a) Except in the case of an unexpected absence, an out-of-class assignment shall normally be made in writing in advance of the commencement of the assignment by the Department Head or designee, and shall include an explanation why the employee is qualified for the assignment

(b) Employees shall receive five percent (5%) above their standard hourly rate for all hours worked in an out-of-class assignment.

(c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status; an employee must be assigned to an out-of-class assignment for a minimum of ten (10) consecutive workdays to receive the payment set forth in this subsection when the employee is on vacation or sick leave.

(d) An employee who separates from service while in an out-of-class assignment shall receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

5. Uniform Allowance:

Napa County Department of Corrections

Employees in the following classifications shall receive the following amounts per year for uniform allowance:

(a) Correctional Lieutenant, Assistant Director of Corrections and Director of Corrections: $900

Payment of Uniform Allowance

Employees covered in 40.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the employee was in a paid status and was not on sick leave for more than 75% of the work hours.

Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office

(a) Non-sworn employees in the Technical Services and Civil Divisions of the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of four (4) black polo shirts with the Sheriff's star and employee's name embroidered on the shirts.

(b) The Sheriff's Office will replace the shirts as needed when they become worn, damaged or if the items can no longer be worn due to pregnancy or weight gain or loss.

Napa County Sheriff and District Attorney's Offices Sworn Management

All Napa County Sheriff's Department or District Attorney's Office safety management required to maintain a uniform shall receive an annual uniform allowance payable and distributed over 24 pay periods. The annual uniform allowance is one thousand two hundred dollars ($1,200) paid at $50.00 per pay period. The payment shall be paid as specified above unless such employees have been absent from work due to a work-related illness or injury or leave without pay. If an employee has been absent from work due to a work related illness or injury or leave without pay, the County shall pay the employee only that percentage of the uniform allowance which is equivalent to the percentage of time the employee worked or was in a paid status during the six month payment period provided, that if an employee worked or was in a paid status for ninety percent (90%) or more of the time during a six (6) month pay period, the County shall pay the employee one hundred percent (100%) of the uniform allowance.

(a) The County will provide reasonable monetary reimbursement for any damaged clothing to law enforcement (safety) employees in the Sheriff's Office or District Attorney's Office. The damage must have resulted in the course of employment with the County. The damage and cost replacement must be verified by the respective Department Head or designated representative.

6. Probation Management Hazard Safety Premium Pay:

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

III. Policy

In addition to all other fringe benefits for elected officers, Managers, confidential and unrepresented employees outlined in Napa County Policy 37C Sections 1-5, Hazard Pay, Longevity Pay, Bilingual Pay, Temporary Upgrade Pay and Uniform Allowance and Probation Management Safety Hazard Premium are fringe benefits available to employees covered in Napa County Policy 37C Sections 1-5 effective January 1, 2016.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1108

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Public Hearing and Resolution Adopting Fire Capital Facilities Fees

RECOMMENDATION

Adopt a Resolution to adjust the Fire Capital Facilities Fee to align with the Consumer Price Index for properties located within the unincorporated area of Napa County that are also within the American Canyon Fire Protection District. (No Fiscal Impact)

BACKGROUND

The American Canyon Fire Protection District (District) provides fire protection, emergency medical services and hazardous material response to residents and businesses within the City of American Canyon (City) and parts of unincorporated Napa County (County).

In January of 2023, the District Board of Directors adopted Resolution 2023-05, initiating the process of implementing a fee to offset the rising costs that new development imposes on the District. The District Board works in collaboration with the County and the City to implement this fee for properties within its jurisdiction and either the City or the County.

In July of 2023, Napa County Board of Supervisors adopted Resolution 2023-96. Item H of that resolution stipulated that the Fire Capital Facilities Fee shall automatically be adjusted annually on July 1, based on the change found in the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose area for the twelve-month period ending the preceding April.

Staff is recommending that the Fire Capital Facilities Fee for all new construction and new development, which is intended to fund fire protection services, be adjusted to align with the changes in the San Francisco Area cost-of-living index of 3.8%, as published by the United State Bureau of Labor Statistics and in accordance with District Resolution 2023-05 and County Resolution 2023-96.

Adopting this resolution will adjust the Fire Capital Facilities Fees by four cents ($0.04), adjusting from one dollar and three cents ($1.03) per square foot to one dollar and seven cents ($1.07) per square foot.

PROCEDURAL REQUIREMENTS:

1. Open public hearing.
2. Staff reports.
3. Public comment.
4. Close public hearing.
5. Motion, second, discussion and vote on the item.

Requested Actions:

Adopt a resolution to adjust the Fire Capital Facilities Fee, adjusting from one dollar and three cents ($1.03) per square foot to one dollar and seven cents ($1.07) per square foot.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	American Canyon Fire District
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	The fiscal impact of applying the 3.8% CPI adjustment to the Fire Capital Facilities Fee will result in the fee adjustment of four cents ($0.04) from one dollar and three cents ($1.03) per square foot to one dollar and seven cents ($1.07) per square foot.
Consequences if not approved:	The District will not receive the 3.8% CPI adjustment to the Fire Capital Facilities Fee for the County properties in the District's jurisdiction. This income provides additional funding necessary to maintain and enhance fire protection services in the District at current values and current service levels.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 8: It has been determined that this type of project does not have a significant effect on the environment

and is exempt from the California Environmental Quality Act. [See Class 8 (Actions by Regulatory Agencies for Protection of the Environment") which may be found in the guidelines for the implementation of the California environmental Quality Act at 14 CCR 15308.] Additionally, the resolution relates to a financial reporting requirement and does not authorize or commit the County to a particular project, thus is exempt as an ongoing administrative activity or funding activity pursuant to CEQA Guidelines, title 14, section 15378, subds. (b)(2) and (b)(4), and is otherwise exempt under the common sense exemption section 15061, subd. (b)(3).

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS ADJUSTING FIRE CAPITAL FACILITIES FEE FOR ALL NEW CONSTRUCTION AND NEW DEVELOPMENT IN THE AMERICAN CANYON FIRE PROTECTION DISTRICT

WHEREAS, the American Canyon Fire Protection District (District) provides fire protection, emergency medical services, and hazardous material response to residents and businesses within the City of American Canyon (City) and parts of unincorporated Napa County (County); and

WHEREAS, on January 24, 2023, at a regular American Canyon Fire District Board (District Board) meeting, the District Board adopted Resolution 2023-05, initiating the process of implementing a fee to offset the rising costs that new development imposes on the District; and

WHEREAS, the District Board resolved to collaborate with the County and the City to implement this fee for properties within both the District and the County; and

WHEREAS, on July 18, 2023, Napa County Board of Supervisors adopted Resolution 2023-96, which stipulated in Item 2.h. that the Fire Capital Facilities Fee shall automatically be adjusted annually on July 1, based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose area for the twelve-month period ending the preceding April; and

WHEREAS, for the twelve-month period ending April 2026, the CPI for the San Francisco/Oakland/San Jose area increased by 3.8%; and

WHEREAS, it is recommended that the Fire Capital Facilities Fee for all new construction and new development, which is intended to offset the impacts of new development on fire protection facilities and services, be adjusted by the cost-of-living increase of 3.8%; and

WHEREAS, the fiscal impact of applying the 3.8% CPI increase to the Fire Capital Facilities Fee will provide additional funding necessary to maintain and enhance fire protection services in the District; and

WHEREAS, the impact fee is subject to the Mitigation Fee Act (Government Code section 66000, et seq.) which requires that the capital improvement plan be updated annually and that said plan be adopted by resolution at a noticed public hearing, pursuant to Government Code section 66002, subdivision (b); and

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby approves the adjustment of the Fire Capital Facilities Fee for all new construction and new development to one dollar and seven cents ($1.07) per square foot, effective July 1, 2026, in accordance with the 3.8% CPI increase, American Canyon Fire Protection District Board Resolution 2023-05, and Napa County Board of Supervisors Resolution 2023-96.

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 ____ of June 2026 by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
AMBER MANFREE
Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: June 2, 2026 *[Doc No. 13112965]*	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:_____

April 2026 CPI

3.8%

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2022		2023		2024		2025		2026	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	1.4	5.2	1.8	5.3	1.5	2.4	1.8	2.7	1.3	2.5
April	1.5	5.0	0.4	4.2	1.8	3.8	0.4	1.3	1.7	3.8
June	1.7	6.8	0.5	2.9	-0.1	3.2	0.2	1.5		
August	-0.5	5.7	0.0	3.4	-0.5	2.7	0.4	2.5		
October	1.0	6.0	0.3	2.8	0.0	2.4	-	-		
December	-0.3	4.9	-0.4	2.6	-0.4	2.4	-	3.0		

Note: The October 2025 data values are not available due to the 2025 lapse in appropriations

DEVELOPMENT IMPACT FEE STUDY
FIRE FACILITIES

JANUARY 2023

Prepared by:

Capitol | PFG

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SECTION 1: EXECUTIVE SUMMARY

The American Canyon Fire Protection District (the "District") provides fire protection, fire prevention, emergency medical to the City of American Canyon and portions of Napa County.

This study is intended to update the development impact fee imposed by the District. This report summarizes an analysis of the need for fire facilities and equipment to accommodate new development within the District's boundaries and documents a reasonable relationship between new development, the fee, and the facilities and capital equipment to be funded.

Napa County has and will continue to experience growth. As a consequence, local public works are faced with the challenge of providing service to an expanding customer base with limited resources for upgrading the infrastructure necessary to accommodate such expansion. The District too faces the challenge of providing fire facilities and services to service new development within its boundaries. The impact fees collected as a result of new construction provides a funding source for the construction of fire facilities and purchase of vehicles and equipment necessary for this purpose.

The District currently has a voter approved special tax that is levied upon new development and charges an aerial ladder development impact fee of $0.50 per square foot fee for buildings exceeding 2 stories or 32' in height. Ultimately, this study will demonstrate the need for an adjustment to the development impact fee due to the increasing amount of development within the District's boundaries and the rapidly increasing cost of building public facilities.

This report updates the development impact fee based on the current values of all fire equipment and facilities necessary to protect current residents at current service levels. This fee is translated into a per square foot cost that is imposed on any new construction which may occur. Impact fees paid will allow for the District to provide the necessary facilities, vehicles, and equipment necessary to maintain current service levels.

This report supports the adoption of a development impact fee for fire facilities of **$0.98** per square foot of new construction. This fee is in compliance with the Mitigation Fee Act (California Government Code Section 66000 et. seq.), and this report substantiates the findings required by the Act.

Upon the submittal of this report to the District, it is incumbent upon the District Board of Directors (the "Board"), assisted by staff, to review and evaluate the report for accuracy and agreement with the conclusions presented. Once the Board is satisfied that the legislative requirements of Government Code Section 66000 et. seq. are met and the fee adjustment recommendations are valid, the Board shall submit a recommendation regarding the fee adjustments to the American Canyon City Council and the Napa County Board of Supervisors for enactment.

After accepting and considering public input, the City Council and the County Board of Supervisors shall vote to approve findings and a resolution to set the appropriate fees, shown in ***Table 1***. If accepted, the fees would be imposed pursuant to the County's development "police powers" under Article XI, section 7, of the California Constitution.

TABLE 1

Net Impact Fee Calculation			
Type Construction	**Total Impact Fee**	**Less Voter-Approved Fee Credit**	**Net Impact Fee**
Residential			
Single Family	$0.98	$0.2714	$0.71
Multi-Family	$0.98	$0.3312	$0.65
Commercial	$0.98	$0.4968	$0.48
Industrial	$0.98	$0.6025	$0.38

SECTION 2: THE MITIGATION FEE ACT

In 1987, the California Legislature adopted Assembly Bill 1600 which established a uniform process for formulating, adopting, imposing, collecting, accounting for, and protesting impact fees. In order to impose an impact fee, a local agency must go through a process to establish a reasonable relationship between a development project and the public improvement for which the development fee is charged.

The most important part of AB 1600 is the requirement for findings that connect any impact stemming from a development project to the type and amount of the fee imposed or what is commonly referred to as the "Nexus" requirement. Government Code Section 66001 states that after January 1, 1989, in any action "establishing, increasing, or imposing a fee as a condition of approval of a development project," the local agency shall do all of the following:

1) Identify the purpose of the fee.

2) Identify how the fee is to be used. If the use is for financing public facilities, the facilities shall be identified.

3) Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.

4) Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.

5) Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Purpose of the Fee

The purpose of this development impact fee is to ensure that new development within the District pays its proportionate share of the capital investments to be made by the District along with its share of future capital costs, which are necessary to provide fire protection, fire suppression and other fire safety services adequate to accommodate a growing service population. The District is prudent in requiring that new development not burden existing property owners with the cost of public facilities required to accommodate growth. The District can further this objective through the imposition of development impact fees. The purpose of the development impact fee is to implement this policy by providing a funding source from new development for capital improvements to serve that development. The fee helps to ensure that the level of service is maintained as new development offsets the increased costs of providing service as growth occurs.

Use of the Fee

The development impact fee will fund new construction of fire stations, apparatus, vehicles, and capital equipment needed to serve new development. All facilities and capital equipment will be located within the boundaries of the District. As detailed in the following sections of this report, these facilities include:

- land for new fire stations
- fire station construction or expansion

- fire apparatus acquisition
- vehicle acquisition
- capital equipment acquisition
- financing costs associated with the above listed capital expenditures

This report provides the cost estimates for projected facility needs.

Benefit Relationship

The District will restrict fee revenues to the acquisition of land, construction/reconstruction/ expansion of buildings, and purchase of apparatus, vehicles and capital equipment, and related financing costs to serve new development. Fire facilities and capital equipment funded by the fee will further the District-wide network of services accessible to the additional residences and businesses associated with new development. Thus, there is a reasonable relationship between the use of fee revenues and the residential and non-residential types of new development that will pay the fee.

Burden Relationship

The purpose of assessing an impact fee is to provide the capital resources necessary to sustain a constant level of service for fire protection, emergency medical response, rescue and extrication, containment and mitigation of hazardous materials exposure, and other life safety services that is required of a growing service population. Based on the District's historical experience in responding to calls for service among the varying types of development in its boundaries, it is appropriate to assess the on fee on a uniform basis in order to share the costs on a pro rata basis among existing and new development. Thus, there is a reasonable relationship between the use of the fee and the type of development served by the capital resources funded by the fee.

Proportionality

The reasonable proportionality relationship can be established by identifying the facility costs attributable to future development, then establishing fee rates that allocate those costs in proportion to the demands created by each type of development project. The fee apportions costs between the existing population and new development in a manner proportional to their contribution of the need for that facility. Further, fees are imposed based on building size as measured by habitable and enclosed square feet of each building. Thus, larger buildings that have a greater demand for fire service and related capital facilities and equipment pay a proportionately higher fee than smaller buildings.

Other Requirements of AB 1600

In addition to the Nexus requirements, AB 1600 also outlines the accounting for future revenue received through imposition of impact fees on new construction projects. AB 1600 requires that upon receipt of a fee, the local agency deposit into a separate capital facilities account or fund, in a manner to avoid any commingling of the fees with other revenues and funds of the agency, and expend the fees solely for the purpose for which the fee was collected. Interest gained on the capital facilities accounts or funds shall be separated, accounted, and expended in the same manner.

The agency Board shall make findings once each fiscal year with respect to any portion of the fee remaining unexpended or uncommitted in its account five or more years after the deposit

of the fee. The finding shall identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged.

The agency shall refund to the current record owner(s) of the project, on a prorated basis, the unexpended or uncommitted portion of the fee, with interest, for which the required findings cannot be made. Upon certain circumstances, with appropriately noticed hearings, the legislation allows alternative actions.

The agency shall annually adopt and update, by resolution at a publicly noticed hearing, any capital improvement plan defined in this legislation.

SECTION 3: METHODOLOGY FOR IMPACT FEE STUDY

Development impact fees are calculated to fund the capital needs that are a direct result of growth due to new development. In order to fund the improvements needed due to growth occurring within the District, it is necessary to determine what the appropriate fee should be. There are four basic steps followed in the calculation of any development impact fee, these include:

1. Prepare growth projections;

2. Identify facility standards;

3. Determine the amount and cost of facilities required to accommodate new development based on facility standards and growth projections;

4. Calculate the public facilities fee by allocating the total cost of facilities per unit of development (on a square foot basis).

Facility Standards Methodology

One important issue in development impact fee studies is the identification of facility standards. Facility standards determine new development's total need for new facilities and each development unit's fair share of those needs. Standards also ensure that new development does not fund deficiencies associated with existing development.

The District will determine the size and location of fire stations, vehicles, and equipment necessary to ensure they will be sufficient to accommodate the personnel needed to serve the amount of new development anticipated. This study uses the District's existing inventory of facilities, vehicles, and equipment combined with planned facilities needed to accommodate future development as the District's facilities standard. The District's existing inventory of facilities, vehicles, and equipment serve the entire District and will serve future development. Further, additional facilities, vehicles, and equipment will be needed to serve the anticipated future service population because of new development.

The District currently provides fire and emergency response services to a large response area. Given the District's size and protection facilities, vehicles, and equipment available at any one time, it is understandable that new construction will only exacerbate the protection challenges of the District. Given such facts, the District has determined that current service levels will be used as a benchmark and that new construction will not adversely affect these service levels.

To mitigate new construction's impact on the District's service capabilities, new development must be required to pay development impact fees. Assuming that the current levels of service being provided to the District's residents are to be considered the standard, any additional construction within the District's boundaries which requires fire or emergency response services, will pay an impact fee that is proportionate to such service. Given the existing demands placed on the District, existing stations, vehicles, and equipment should not be utilized to accommodate new construction at the expense of existing service levels. To offset the impact, the development impact fees will be used to construct or purchase new facilities, vehicles, and equipment necessary to accommodate such growth.

The District's inventory of existing and planned fire facilities was used as part of the basis for calculating the District's facility standard. This standard is used to determine new development's fair share obligation for expanded facilities as growth occurs. The District's

existing fire protection facilities described in this Report currently serve the entire District. The facility standard utilized in this study will specifically benefit any new development that will occur within the District as it will fund the expansion of facilities at the same standard currently serving existing development.

The District has the flexibility to alter the list of necessary facilities shown in this report as conditions change. If the overall cost of facilities necessary to mitigate the anticipated residential and commercial growth is altered significantly then the District should update this fee program to incorporate those changes.

SECTION 4: PREVIOUS STUDIES / CURRENT FEES

The American Canyon Fire Protection District's previous development impact fee study was prepared and adopted in August 1986, the fee has been adjusted each year according to changes in the Consumer Price Index, most recently in June 2022. The District's current impact fees are shown in ***Table 2*** below.

TABLE 2

Current Impact Fees	
Construction Type	**Impact Fee per Square Foot**
Residential	
Single Family	$0.2714
Multi-Family	$0.3312
Commercial	$0.4968
Industrial	$0.6025

The District also charges an aerial fee for buildings exceeding 2 stories or 32' in height at the lowest point of the roof, an aerial truck fee of $0.50 per square foot will be charged on all habitable area of the 3rd or higher floors, or the entire building if over 32' in height at lowest point of the roof.

Capitol Public Finance Group, LLC was contracted by the American Canyon Fire Protection District to provide this updated Development Impact Fee Study. This study is intended to establish the legal and policy basis for the calculation and imposition of impact fees on all new development within the District. The study will analyze the impact of recent and future construction on the needs of District, evaluate the existing mitigation program that was adopted in August 1986, and consider the changes that have occurred in the development community since the study was completed.

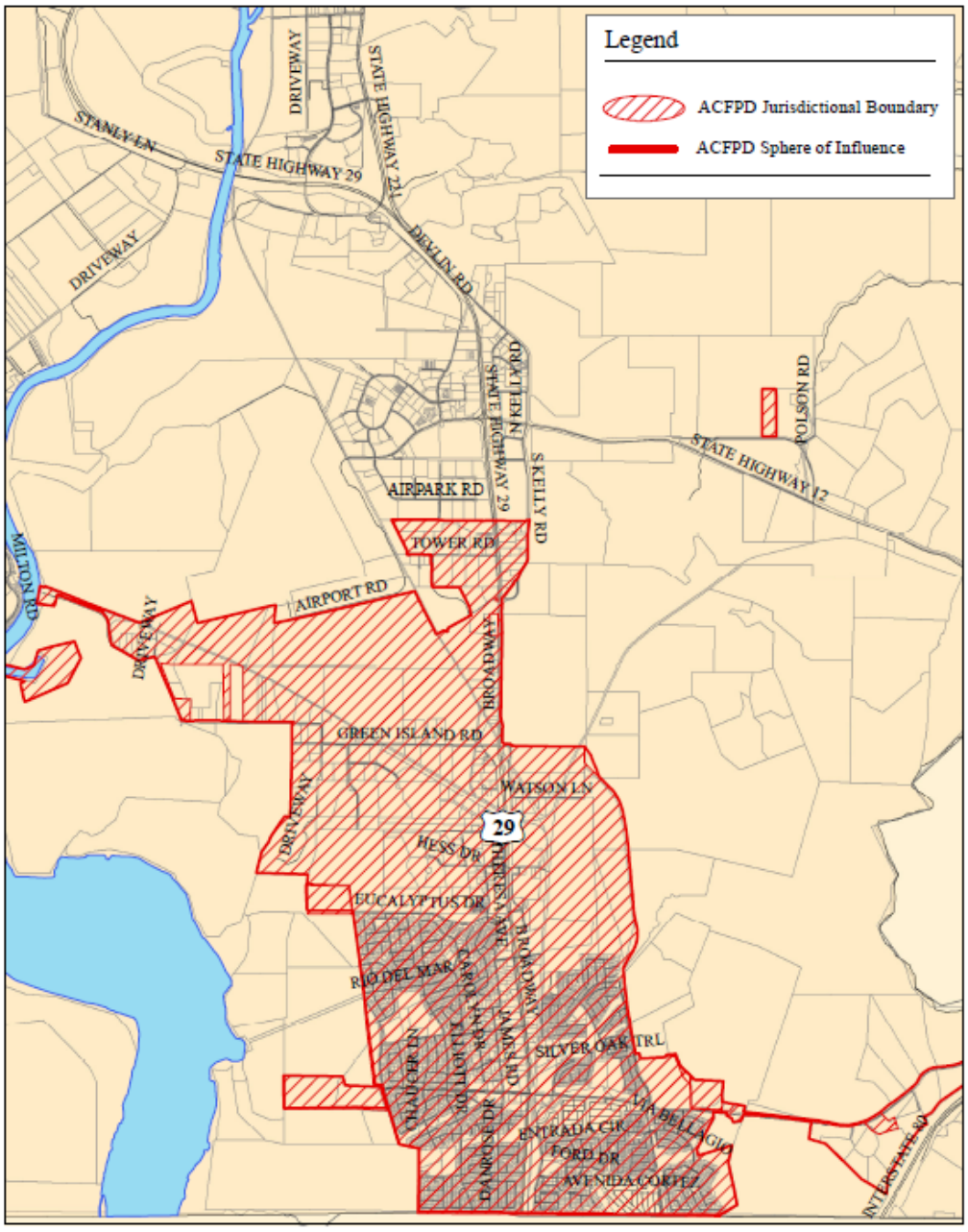
Ultimately, this study will demonstrate the need for an adjustment to the development impact fee due to the increasing amount of development within the District's boundaries and the rapidly increasing cost of building public facilities.

SECTION 5: DISTRICT DEMOGRAPHIC DATA

The District serves the City of American Canyon, as well as portions of Napa County. As shown in ***Figure 1***, the District is located in southern Napa County, bordering northern Solano County.

FIGURE 1

American Canyon Fire Protection District



The District was formed as an independent special district in 1957, and is responsible for the protection of a variety of geographical areas, ranging from residential neighborhoods,

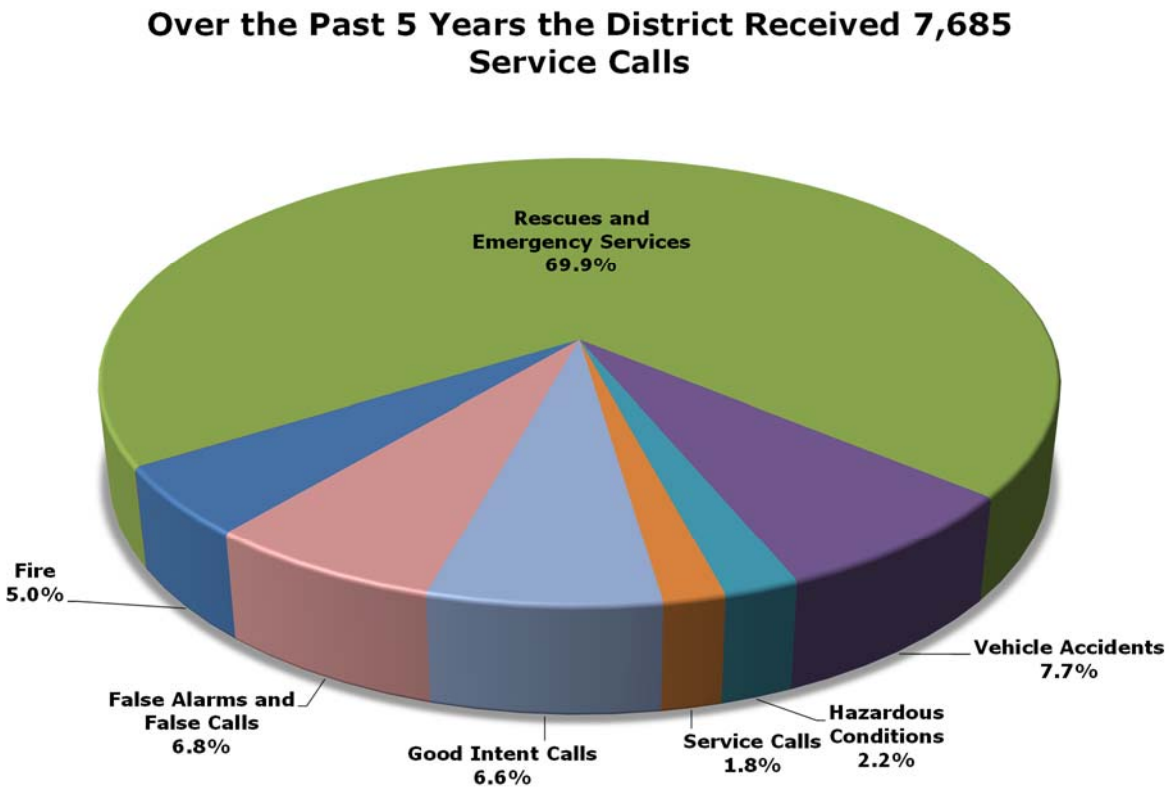
commercial and industrial buildings, rural areas, as well as a portion of Highway 29. The District covers 15 square miles and serves a population of approximately 22,300 people.

Other District Information

The District provides a full range of services, including fire prevention, fire suppression, and emergency medical response in addition to a variety of other miscellaneous requests. The District is a Special District, a self-governed agency led by a five-member Board of Directors, and is composed of 21 full time employees, 1 Fire Chief, 1 Assistant Fire Chief and 2 fire executive assistants.

The District responded to 7,685 service calls from 2017 through 2021. Rescue and EMS calls amounted to 69.9% of the service calls, as shown in the ***Chart 1***. On average the District had approximately 1,537 service calls per year over the past five years.

CHART 1



Source: American Canyon Fire Protection District

SECTION 6: EXISTING ASSETS

Facilities

The District currently operates out of two fire stations and has a communications building located in American Canyon. A training tower is also located on-site at Station 211. Station 11 is a public safety facility that is shared with the American Canyon Police Department. An inventory of the District's stations and the year they were constructed is shown in ***Table 3*** below.

TABLE 3

American Canyon Fire Protection District Facilities Inventory			
Building	**Address**	**Year Built**	**Insured Value**
Station 211	225 James Road	1980	$1,490,517
Training Tower	225 James Road	1990	$127,299
Station 11	911 East Donaldson Way	2007	$6,332,339
Communications Building	4401 Hess Drive	1980	$84,267
Total			**$8,034,422**

Source: American Canyon Fire Protection District

Vehicles and Capital Equipment

The District's equipment inventory is shown in ***Table*** , and ***Table 5*** shows the District's current apparatus and vehicles.

Table 4

Equipment Inventory and Estimated Value	
Description	**Estimated Value**
Breathing Apparatus	$283,966
Chest Compression Systems	$37,494
Defibrillators	$90,751
Fill Station	$116,296
Fire Hoses	$10,717
Termal Imaging	$59,644
Total	**$598,868**

Source: American Canyon Fire Protection District

TABLE 5

American Canyon Fire Protection District Apparatus and Vehicle Inventory		
Apparatus Type	**Year**	**Insured Value**
White FT	1955	$3,500
Wells Cargo Trailer	1990	$24,000
Ford Utility Pickup	2001	$50,000
Zodiak MK	2002	$15,000
Achilles/Honda - 15 HP	2003	$4,800
American La France 75' Quint Engine	2005	$975,000
Interstate Trailer	2006	$24,000
SPCNS Trailer	2006	$24,000
Ford Ambulance	2007	$5,000
Ford F-150 Utility	2007	$50,000
Ameri-Can Engineering 814 Traditional Restroom Trialer	2009	$24,000
Ford F150	2011	$75,000
International Water Tender	2013	$400,000
Hyundai Tucson	2015	$24,200
Ford F150	2016	$75,000
Hi-Tech/Ford - Type 6 Wildland	2017	$275,000
International HME	2018	$450,000
Pierce FT	2018	$590,000
Pierce FT	2020	$700,000
Total		**$5,630,500**
Note: Total includes recent purchase of two new apparatus, totaling $1,842,000.		

Source: American Canyon Fire Protection District

SECTION 7: ANTICIPATED GROWTH

According to the District's Long Range Master Plan, adopted in October 2022, the District expects an additional 3,144 residential units to be constructed within its boundaries. To estimate the square footage of new residential development, the average square footage of current residential units within the District was determined using ParcelQuest and then applied to the estimated number of units expected to be built, shown in ***Table 6*** below.

TABLE 6

Estimated Residential Development Square Footage		
Total Estimated # of Units	**Average Current Residential Square Footage**	**Estimated Square Footage**
3,144	2,204	6,929,531

Commercial / Industrial Development

As residential construction continues within the boundaries of the District, an inherent demand for commercial facilities is created. According to the District's Long Range Master Plan there is a total of 3,773,416 square footage of non-residential building space expected to be constructed within its boundaries, shown in ***Table 7*** below. As these developments may significantly affect the District's service requirements, the District must consider these properties when planning and assessing its ability to maintain high levels of service to existing residents and as well these new properties that will be added to its service population.

TABLE 7

Estimated Non-Residential Development Square Footage	
Type of Construction	**Estimated Square Footage**
Retail	90,187
Industrial/Warehouse	3,583,229
Utility Regional Center	100,000
Total Non-Residential Square Footage	**3,773,416**

Source: American Canyon Fire Protection District

As the demand for fire suppression and emergency response increases due to new construction, the capabilities and overall quality of protection services and personnel provided, degrades proportionally. The only plausible mitigation from the District's perspective is the addition of facilities, equipment, and personnel to provide existing service levels to any new construction which may occur. This is accomplished through the modernization and upgrade of existing facilities, or the construction of entirely new facilities. This will serve to support timely response and maintain adequate supplies of apparatus and equipment so that the District may maintain its current service levels while accommodating any new growth.

SECTION 8: NECESSARY FACILITIES

New development within the District will benefit from the existing capital resources of the District and will need to provide funding towards new fire stations and required apparatus, vehicles and capital equipment that will enable the District to adequately serve the future development. Furthermore, based on data provided by the District it is recommended that the District construct a new fire station over the next five years to provide fire service at adequate levels. The new station will serve current and new development within the District in conjunction with the existing fire stations.

Existing Capital Resources

As previously detailed in ***Tables 3, 4*** and 5, and summarized in ***Table 8***, the District has invested approximately $14.2 million into its capital assets.

TABLE 8

Capital Asset Summary

Type of Asset	Total Insured Value
Fire Stations	$8,034,422
Apparatus and Vehicles	$5,630,500
Other Assets	$598,868
Total	**$14,263,790**

New Station Cost

In order to serve future new development within the District, one additional fire station will be needed. The location of the new fire station has yet to be determined. The District has estimated that a new fire station, including a training facility, will cost approximately $15 million.

Apparatus, Vehicle & Capital Equipment Costs

The District has a policy that new development will not adversely impact the existing service levels and subsequently response capabilities. As the District's existing fleet ages, new apparatus and equipment will need to be purchased to both meet the demands of the existing service population and offset the increased demand and meet District standards. The District has projected that it will require acquisition of the apparatus, vehicles, and equipment shown in ***Table 9***.

TABLE 9

Apparatus, Vehicle and Equipment Needs	
Type	**Estimated Cost**
Apparatus and Vehicles	
Ladder Truck	$2,000,000
Total Apparatus and Vehicle Estimated Costs	**$2,000,000**
Equipment	
Radios - Mobile (19 @ $11,165 each)	$212,135
Turnouts (34 @ $3,000 each)	$102,000
Computers (11 @ $1,500 each)	$16,500
Mobile Data Terminal (11 @ 2,000 each)	$22,000
Total Equipment Estimated Costs	**$352,635**
Total Apparatus, Vehicle and Equipment Needs Estimated Costs	**$2,352,635**

Source: American Canyon Fire Protection District

Available Revenue Sources

The District intends to commit all available developer fee funds to the projects. As of August 2022, the District had approximately $60,929 in developer fees available to commit to facilities projects.

Total Estimated Costs

Adding together the current capital assets with the cost of a new station and new apparatus, results in the total estimated capital impact from new development in the District, as shown in ***Table 10***.

TABLE 10

Combined Total Capital Assets and Future Costs	
Type of Asset	**Total Estimated Value / Costs**
Current Capital Assets	$14,263,790
Future Improvement Costs	$17,352,635
Total Estimated Capital Impact	**$31,616,425**
Less Development Fee Balance	$60,929
Net Total Estimated Capital Impact	**$31,555,496**

Source: American Canyon Fire Protection District

The District is currently utilizing all available Mitigation and General Fund revenues to fund existing expenditures and will not have sufficient funds to offset the cost of future capital needs.

SECTION 9: DEVELOPMENT IMPACT FEE CALCULATION

To properly express the impact of new construction on the service quality and capabilities of the District, the District's impact fee will be justified by taking the total value of assets of the District and dividing the value across all assessable square footage within the District boundaries. Then, the average size of units within the District will be applied to the per unit value to determine a per square foot value.

Impact Fee Calculation

To calculate the amount of the development impact fee necessary on a per square foot basis, for all properties within the District's boundaries, we will identify the cost to provide facilities and equipment to new construction at existing levels. To accomplish this goal, we must first identify the total number of structures within the District. Although the District covers a wide ranging service area, including open land and large forest areas, the impact fee calculated will include solely on structures with assessable square footage.

As described in Section 7, the estimated square footage of development to be constructed is 10,702,947. Using information provided by the District and a visual inspection via ParcelQuest it was determined that there is currently 22,298,828 total square footage of building space within the District. As shown in ***Table 11***, over the next 5 years the District expects to have approximately 33 million square feet of building space within its boundaries.

TABLE 11

Estimated Current and Future Development by Square Footage	
	Square Footage
Current Structures	22,298,828
Anticipated New Construction	10,702,947
Total Square Footage	**33,001,775**

To calculate the amount of the development impact fee necessary, on a per square foot basis, we first identify the unfunded facilities cost of $31,555,496, as stated in Section 8. We then determine the total square footage of residential, commercial, and industrial construction within the District, which is 33,001,775 square feet. Finally, we divide the total facilities cost ($31,555,496) by the total square footage of building space within the District (33,001,775 square feet).

TABLE 12

Gross Impact Fee Calculation	
Total Estimated Costs	$31,555,496
Future Service Square Footage	33,001,775
Cost per Square Foot	**$0.96**

Therefore, as shown in ***Table 12,*** the District can justify a development impact fee for fire facilities of **$0.96** per square foot of new construction.

Imposing the Fee on Different Types of Property

The District serves non-residential parcels with the same capital equipment as residential parcels, based on the relative size of the development, with a more equipment intense response for larger buildings. For all calls that the District responds to, the Type 1 engine is the first to respond, with the exception of wildfire/vegetation calls, when the Type 3 engine is first. The type of property does not impact the apparatus or equipment that is used for response. As such, the same fee is applied to all new construction, regardless of the use of the property. Imposing the impact fee on a per square foot basis provides for proportionate funding based on the size of the building and the resulting fire response.

As stated above, the District can justify a development impact fee for fire facilities of $0.96 per square foot of new construction. In addition to the cost of fire facilities and equipment necessary to serve new development, there is an administrative cost to the District to justify, impose and collect development impact fees. The administrative cost is estimated to be 2% of the fee. As such, approximately $0.02 is added to the fee to cover the cost of administering the fee program bringing the total fee up to **$0.98** per square foot of new construction.

TABLE 13

Net Impact Fee Calculation			
Type Construction	**Total Impact Fee**	**Less Voter-Approved Fee Credit**	**Net Impact Fee**
Residential			
Single Family	$0.98	$0.2714	$0.71
Multi-Family	$0.98	$0.3312	$0.65
Commercial	$0.98	$0.4968	$0.48
Industrial	$0.98	$0.6025	$0.38

SECTION 10: ASSESSING THE FEE

The fee is a uniform fee that will be applicable to new construction, including residential, commercial, office, and industrial building space as well as to additions to existing buildings which requires the issuance of a permit or approval from the County of Napa.

Future large or specialized commercial/industrial development may require special considerations and should be judged on a project-by-project basis. Commercial and industrial development should be reevaluated during the routine review of impact fees for fire and hazmat response data to support the different fee structure. An in lieu mitigation agreement may be needed in order to adequately collect mitigation fees from commercial and/or industrial development with unique considerations.

Residential categories other than single-family dwellings, are differentiated by their size as the fee is assessed on a per square foot basis. These fees are recommended to include the square footage of all classes of covered structures constructed within the District. A covered structure is defined as a roof assembly, as the same is described within the Uniform Building Code, or as defined by the Napa County Fire Development fee ordinance.

SECTION 11: IMPLEMENTATION

If the District Board concurs with and chooses to increase the fee as provided for in this study, the following process should be followed for fee implementation.

Fire District Board Approval

The District Board should adopt a resolution and make a recommendation to the City Council and the County Board of Supervisors to adopt this fee pursuant to the County's "police powers" under Article XI, section 7 of the California Constitution.

City Council and County Board of Supervisors Approval

The City Council and the County Board of Supervisors should adopt the proposed fee schedule in compliance with California Government Code section 66016 through 66018. The City and the County should:

- 30 days before the City Council and the County Board of Supervisors approve the fee, the City and County must post a notice of public hearing on their website and where notices are physically posted;
- Send a notice of a public hearing at least 14 days prior to the hearing to any party that has submitted a written request for such a notice. Have this report and all supporting documentation available for review by the public at least 10 days prior to the hearing. Publish notice of the public hearing in a newspaper of general circulation at least 10 days prior to the scheduled hearing, with a second notice published at least 5 days after the first hearing notice. The notice should include the time and place of the meeting as well as a general explanation of the matter to be considered;
- Hold the public hearing to consider adoption of the development impact fee;
- Adopt an implementing ordinance to establish the authority to impose the proposed fee and automatically adjust the fee annually for inflation, and adopt a resolution or ordinance to set the fee;
- Begin collecting the fee no sooner than 60 days following adoption of the ordinance and resolution.

Fee Accounting

The District should deposit all fee revenues into a restricted public facility fee account. Interest earned on fund balances should be credited to the fund.

Use of the Fee

The District should only use fee revenues for capital expenditures that expand the District ability to deliver fire services to accommodate new development. Use of the fee in this manner documents a reasonable relationship between new development and the use of fee revenue. The Fire District may alter the scope of the capital expenditures or substitute new capital projects as long as the project continues to represent an expansion of the District's

capabilities. If the total cost of all capital expenditures varies from the total cost used as a basis for the fee, the District should revise the fee accordingly.

Inflation Adjustment

The Fire District should adjust the fee annually for inflation in the cost of the capital expenditures to be funded by the fee. The inflation adjustment may be based on the Consumer Price Index for the San Francisco / Oakland / San Jose area for the month ending April of the year of the inflation adjustment. The inflation adjustment should take effect the following July 1. Any inflationary adjustment must first be authorized in the enacting resolution or ordinance approved by the County.

Reporting Requirements

The District should comply with the annual and five-year reporting requirements of Government Code section 66000 et. seq. Annually, the District must identify the fee revenues received and for what purposes they were expended.

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

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1235

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Syed Ahsan Kazmi, Senior Traffic Engineer, Public Works

SUBJECT: Napa County Left-Turn Lane Warrant/Screening Update

RECOMMENDATION

Adoption of a Resolution updating the Napa County Left-Turn Lane Warrant/Screening Update (No Fiscal Impact).

BACKGROUND

Napa County currently utilizes a left-turn lane warrant methodology to evaluate the need for left-turn lane installations at unsignalized intersections on the County roadway system. Left-turn lanes are an important roadway feature that can improve intersection operations, reduce vehicle delay, and enhance safety by separating turning vehicles from through traffic.

As traffic conditions, roadway safety considerations, and transportation engineering practices continue to evolve, the County periodically reviews its evaluation methodologies to ensure they remain technically sound, consistently applied, and aligned with current industry standards. Recent applications of the County's warrant methodology, together with advancements in national guidance related to left-turn lane operations and safety, provided an opportunity to assess the effectiveness of the existing criteria and determine whether updates were warranted.

To support this effort, Napa County retained Fehr & Peers to review the County's existing left-turn lane warrant methodology, evaluate current research and agency practices, and identify potential modifications or replacement criteria. The review included a comprehensive evaluation of national research and guidance documents, with particular emphasis on the National Cooperative Highway Research Program (NCHRP) Report 745, Guidance for the Design and Application of Shoulder and Turn Lanes on Two-Lane Rural Highways. NCHRP Report 745 represents the most current nationally recognized guidance for evaluating left-turn lane needs and is referenced by the American Association of State Highway and Transportation Officials

(AASHTO) Green Book, the primary national reference for roadway geometric design.

Throughout the study, staff from the Planning, Building and Environmental Services (PBES) and Public Works Department (DPW) participated in the evaluation and review process. Following completion of the draft report, it was circulated to PBES and DPW staff and revised based on internal comments. The draft report was also distributed to 24 external stakeholders, including traffic engineers, planners, and attorneys involved in the review of development projects within Napa County. Feedback received from both internal and external stakeholders was evaluated and incorporated into the final report, as appropriate.

Based on its findings, Fehr & Peers recommends replacing the County's existing methodology with screening criteria derived from NCHRP Report 745. The recommended approach provides a modernized, data-driven framework for evaluating left-turn lane improvements and offers several key advantages:

• Alignment with Current Industry Practices - Incorporates Highway Safety Manual crash prediction models to quantify the anticipated safety benefits of left-turn lane installations.

• Improved Technical Accuracy - Utilizes peak-hour traffic volumes and turning-movement data rather than relying primarily on average daily traffic volumes, resulting in a more accurate assessment of operational and safety conditions.

• Greater Consistency and Transparency - Applies clearly defined screening thresholds that reduce subjectivity and provide a more predictable evaluation process for County staff, applicants, and decision-makers.

The proposed action updates Napa County's left-turn lane screening process for unsignalized intersections on County roadways. The revised process uses peak-hour traffic conditions and turning-movement volumes to assess operational and safety needs while continuing to incorporate engineering judgment and site-specific considerations. Project applicants will be responsible for providing the required traffic data and analysis, subject to review and approval by Napa County Public Works.

If approved, the updated screening process will be incorporated into the Napa County Traffic Impact Study Guidelines and used to support consistent, transparent, and technically defensible evaluations of left-turn lane improvements on County roadways. The Left-Turn Screening User Guide, dated June 2, 2026, is included solely as a reference document and is not subject to approval as part of this action.

Preparation of the Napa County Left-Turn Lane Screening Update Report was funded through the Roads Division budget. No additional funding is required for implementation of the updated screening process.

Requested action:

Adoption of a Resolution establishing Napa County Left-Turn Lane Warrant/Screening Update

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Based on a review of national guidance and sensitivity analyses of local case studies, staff recommends updating the Napa County left -turn lane warrant to adopt the methodology outlined in NCHRP Report 745. This approach reflects the most current nationally recognized guidance, is endorsed by AASHTO, and is supported by Highway Safety Manual-based safety and benefit-cost analyses.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If the recommended update is not approved, Napa County will continue to use the existing left-turn lane warrant methodology, which may not fully reflect current nationally recognized guidance and best practices for evaluating left-turn lane needs.
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from the California Environmental Quality Act ("CEQA") under the General Rule because it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3).] Future discretionary projects will be evaluated based on site specific conditions to determine whether installation of a left turn lane is required and if so, the associated impacts would be evaluated as part of that discretionary project.

RESOLUTION NO. 2026-____

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AMENDING THE NAPA COUNTY ROAD AND STREET STANDARDS

WHEREAS, the criteria for the design of road and street improvements in Napa County are set forth in the booklet on file with the Clerk of the Board of Supervisors entitled "Napa County Road & Street Standards" adopted April 27, 1991 and as amended through April 18, 2023; and

WHEREAS, the Road and Street Standards may be amended by the Board of Supervisors by resolution pursuant to Napa County Code sections 17.02.470 and 17.36.010(B); and

WHEREAS, the County hired Fehr & Peers to evaluate the County's existing left-turn lane warrant in the Road and Street Standards to compare it to current research and practices used by similar jurisdictions and determine whether any updates or revisions are recommended; and

WHEREAS, based on the work of Fehr & Peers, the County is recommending revisions to Left-Turn Lane Warrants in Section 17 of the Road and Street Standards as shown in Exhibit A to this resolution by strikeout and redline;

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

1. The Board hereby finds that the proposed amendment to the Road and Street Standards attached as Exhibit "A" is exempt from the California Environmental Quality Act ("CEQA") under the General Rule because it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3).] Future discretionary projects will be evaluated based on site specific conditions to determine whether installation of a left-turn lane is required and if so, the associated impacts would be evaluated as part of that discretionary project.

2. The Board hereby adopts the amendments to the Road and Street Standards attached as Exhibit "A" and incorporated herein by reference.

3. The Board hereby directs the Clerk of the Board to keep a copy of the amended Road and Street Standards on file with the Clerk of the Board.

4. This Resolution shall take effect immediately.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 23rd day of June, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 8, 2026 FV 13109349	_____ Deputy Clerk of the Board	

EXHIBIT A

CHANGES TO SECTION 17 OF THE ROAD AND STREET STANDARDS

17. TRAFFIC CONTROL DEVICES

The California Manual on Uniform Traffic Control Devices, the Caltrans Standard Specs and the Caltrans Highway Design manual shall be utilized to determine traffic warrants, design and construction procedures for all traffic control devices with the exception of left-turn lanes. Warrants for construction of a left-turn lane on County maintained roads as defined in Sections 18.112.040 through 18.112.080 of the County Code shall be as follows:

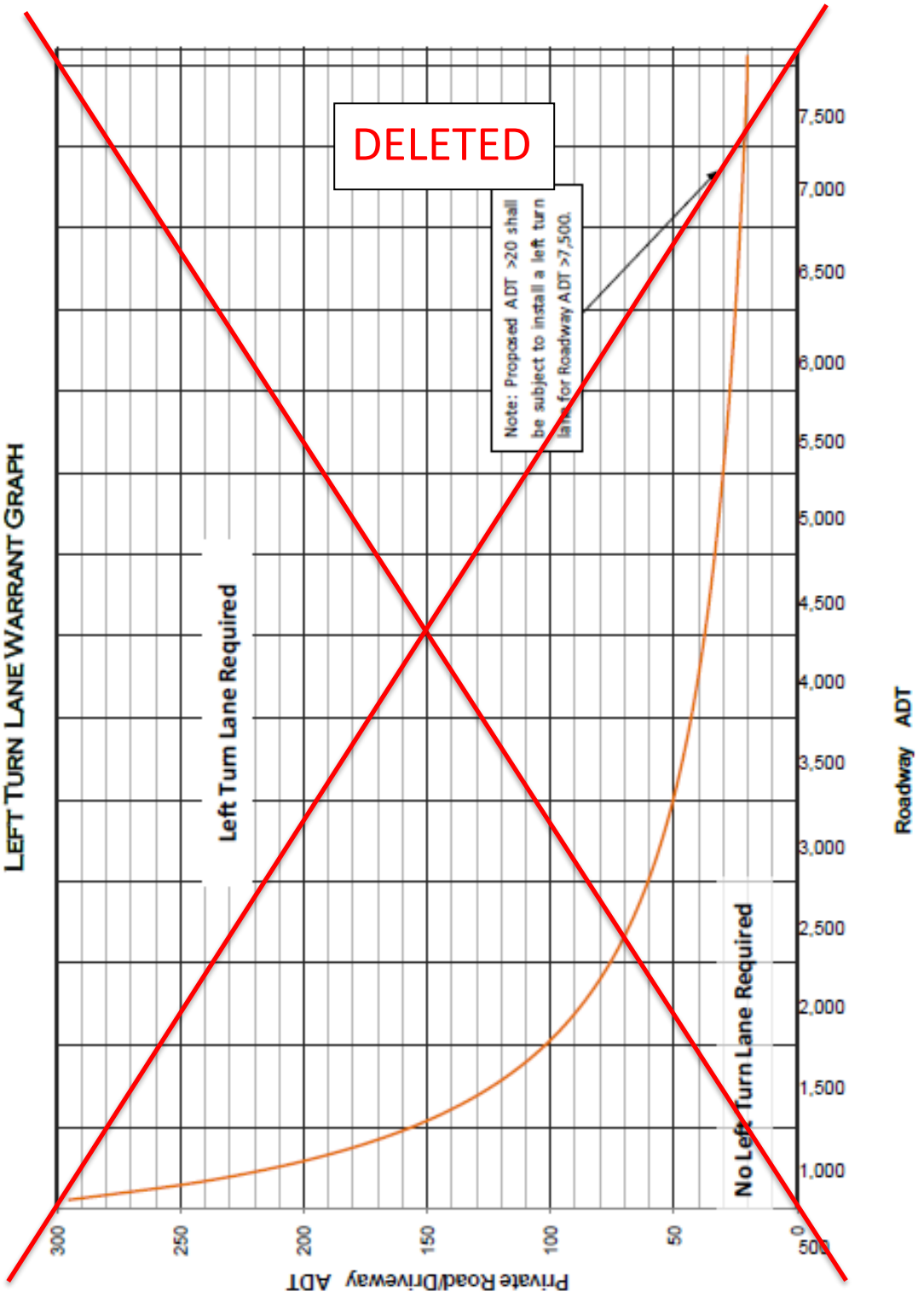
Left-Turn Lane Warrants: Use Permits or modifications thereof shall trigger the application of the following warrants to determine the necessity for a left-turn lane for the proposed use.

(a) Application of the Left-Turn Lane Screening Process as described in the User Guide for Left-Turn Screening Process based on NCHRP 745, County TIS Guidelines, and the proposed use. ~~Application of the following Left-Turn Lane Warrant Graph based on road average daily traffic (ADT) and the projected ADT of the proposed use. The chart is a representation of probable conflict between turning traffic and advancing traffic. Private Road or Driveway ADT is the total average daily traffic utilizing the facility. A left-turn lane will not be considered for uses generating an ADT of 10 or less.~~

(b) If the corner sight distance in advancing direction, measured from the driveway, is less than required per Caltrans design standards (Topic 405 Intersection Design Standards, Caltrans Highway Design Manual), roadway reconfiguration will be required to ensure all applicable sight distance requirements are met. This could include the installation of acceleration lanes, deceleration lanes, median refuges, and turn lanes. ~~If the corner sight distance in advancing direction, measured from the driveway, is less than required per Caltrans design standards (usually the posted speed limit multiplied by 11, read in feet) a left-turn lane shall be installed.~~

(c) If traffic conditions or turning movements pose a considerable threat to public safety, as determined by the Director of Public Works, a left-turn lane shall be installed.

Design: Design of the left-turn lane shall be prepared by a Licensed Civil Engineer and be based on the County Standard Detail LTL-1, available at the PBES Department. Installation of a left-turn lane on a County public road shall require an encroachment permit issued by the Department of Public Works and the property owner shall be required to enter into a one-year maintenance agreement including appropriate bonding. Installation of a left-turn lane on a State Highway requires an encroachment permit issued by Caltrans.


DELETED
LEFT TURN LANE WARRANT GRAPH
Left Turn Lane Required
No Left Turn Lane Required
Note: Proposed ADT >20 shall be subject to install a left turn lane for Roadway ADT >7,500.
Roadway ADT
7,500
7,000
6,500
6,000
5,500
5,000
4,500
4,000
3,500
3,000
2,500
2,000
1,500
1,000
500
0
50
100
150
200
250
300
Private Road/Driveway ADT

17. TRAFFIC CONTROL DEVICES

The California Manual on Uniform Traffic Control Devices, the Caltrans Standard Specs and the Caltrans Highway Design manual shall be utilized to determine traffic warrants, design and construction procedures for all traffic control devices with the exception of left-turn lanes. Warrants for construction of a left-turn lane on County maintained roads as defined in Sections 18.112.040 through 18.112.080 of the County Code shall be as follows:

Left-Turn Lane Warrants: Use Permits or modifications thereof shall trigger the application of the following warrants to determine the necessity for a left-turn lane for the proposed use.

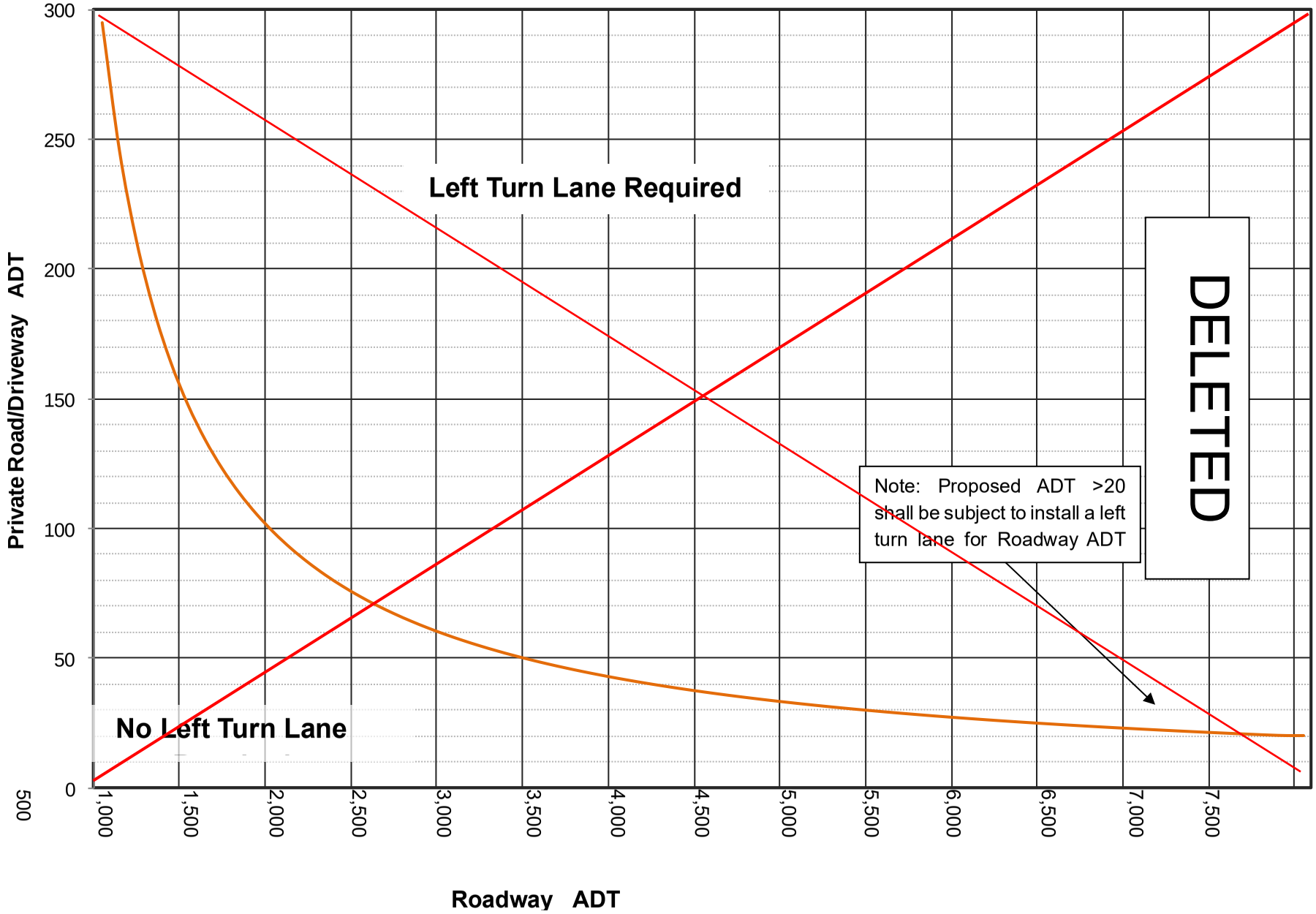
(a) Application of the Left-Turn Lane Screening Process as described in Attachment E (User Guide for Left-Turn Screening Process) based on NCHRP 745, County TIS Guidelines, and the proposed use.

(b) If the corner sight distance in advancing direction, measured from the driveway, is less than required per Caltrans design standards (Topic 405 Intersection Design Standards, Caltrans Highway Design Manual), roadway reconfiguration will be required to ensure all applicable sight distance requirements are met. This could include the installation of acceleration lanes, deceleration lanes, median refuges, and turn lanes.

(c) If traffic conditions or turning movements pose a considerable threat to public safety, as determined by the Director of Public Works, a left-turn lane shall be installed.

Design: Design of the left-turn lane shall be prepared by a Licensed Civil Engineer and be based on the County Standard Detail LTL-1, available at the PBES Department. Installation of a left-turn lane on a County public road shall require an encroachment permit issued by the Department of Public Works and the property owner shall be required to enter into a one-year maintenance agreement including appropriate bonding. Installation of a left-turn lane on a State Highway requires an encroachment permit issued by Caltrans.

Left Turn Lane Warrant Graph



Napa County Left-Turn Lane Screening Form

Project Name and Number:			
Project Location / APN:			
Applicant Company:		**Preparer Email:**	
Preparer Name:		**Preparer Phone Number:**	

Refer to the Napa County Left-Turn Lane Screening Form User Guide for more information.

Step 1 — Data Input		
1A. When was the data collected at the major roadway?		
Data Collection Dates	Start	
	End	
Is a Seasonal Adjustment needed? (See Table 2, TIS Guidelines)		Yes, 15% adjustment
1B. What were the traffic volumes collected at the major roadway?		
24-Hour Vehicle Count on Major Street ☐		
1C. What is the speed on the major roadway?		
Collected 85th Percentile Speed ☐		
Posted Speed Limit		7

Step 2 — Volume-Based Left Turn Lane Warrant Calculation			
2A. What are names of the major and minor roadways?			
Major Roadway Street Name			
Minor Road Street Name	Project Driveway		
2B. What are peak-hour turning movement volumes?			
		←	Major Advancing (vph)
Major Opposing (vph)	→	↰	Major Left (vph)
Major Right (vph)	↴		
Does the expected traffic volumes warrant a left-turn lane?			No

Step 3 — Evaluate Sight Distance		
4A. What are the sight distances for the major advancing motorist?		
Required Stopping Sight Distance	50	feet
Available Sight Distance		feet
4B. Does the advancing motorist have enough stopping sight distance?		
Adequate SSD is not available between a motorist waiting to turn left onto the minor street and a motorist approaching in the same direction. Installation of a left turn lane is one potential measure that may address this insufficient SSD.		

Applicant Certification			
I certify that the information provided in this form is accurate to the best of my knowledge and is based on available traffic data, project trip generation estimates, roadway geometry, and applicable County guidance.			
Applicant Signature:		**Date:**	
County Traffic Engineer Notes:			

Warning: No changes, revisions, or alterations shall be made to this Left Turn Lane Screening Form. Any modification, regardless of its nature or extent, will render the Screening Form invalid and subject to rejection.

17. TRAFFIC CONTROL DEVICES

The California Manual on Uniform Traffic Control Devices, the Caltrans Standard Specs and the Caltrans Highway Design manual shall be utilized to determine traffic warrants, design and construction procedures for all traffic control devices with the exception of left-turn lanes. Warrants for construction of a left-turn lane on County maintained roads as defined in Sections 18.112.040 through 18.112.080 of the County Code shall be as follows:

Left-Turn Lane Warrants: Use Permits or modifications thereof shall trigger the application of the following warrants to determine the necessity for a left-turn lane for the proposed use.

(a) Application of the Left-Turn Lane Screening Process as described in Attachment E (User Guide for Left-Turn Screening Process) based on NCHRP 745, County TIS Guidelines, and the proposed use.

(b) If the corner sight distance in advancing direction, measured from the driveway, is less than required per Caltrans design standards (Topic 405 Intersection Design Standards, Caltrans Highway Design Manual), roadway reconfiguration will be required to ensure all applicable sight distance requirements are met. This could include the installation of acceleration lanes, deceleration lanes, median refuges, and turn lanes.

(c) If traffic conditions or turning movements pose a considerable threat to public safety, as determined by the Director of Public Works, a left-turn lane shall be installed.

Design: Design of the left-turn lane shall be prepared by a Licensed Civil Engineer and be based on the County Standard Detail LTL-1, available at the PBES Department. Installation of a left-turn lane on a County public road shall require an encroachment permit issued by the Department of Public Works and the property owner shall be required to enter into a one-year maintenance agreement including appropriate bonding. Installation of a left-turn lane on a State Highway requires an encroachment permit issued by Caltrans.

Napa County Left-Turn Lane Screening Form

Project Name and Number:			
Project Location / APN:			
Applicant Company:		**Preparer Email:**	
Preparer Name:		**Preparer Phone Number:**	

Refer to the Napa County Left-Turn Lane Screening Form User Guide for more information.

Step 1 — Data Input		
1A. When was the data collected at the major roadway?		
Data Collection Dates	Start	
	End	
Is a Seasonal Adjustment needed? (See Table 2, TIS Guidelines)		Yes, 15% adjustment
1B. What were the traffic volumes collected at the major roadway?		
24-Hour Vehicle Count on Major Street ☐		
1C. What is the speed on the major roadway?		
Collected 85th Percentile Speed ☐		
Posted Speed Limit		7

Step 2 — Volume-Based Left Turn Lane Warrant Calculation			
2A. What are names of the major and minor roadways?			
Major Roadway Street Name			
Minor Road Street Name	Project Driveway		
2B. What are peak-hour turning movement volumes?			
		←	Major Advancing (vph)
Major Opposing (vph)	→	↰	Major Left (vph)
Major Right (vph)	↴		
Does the expected traffic volumes warrant a left-turn lane?			No

Step 3 — Evaluate Sight Distance		
4A. What are the sight distances for the major advancing motorist?		
Required Stopping Sight Distance	50	feet
Available Sight Distance		feet
4B. Does the advancing motorist have enough stopping sight distance?		
Adequate SSD is not available between a motorist waiting to turn left onto the minor street and a motorist approaching in the same direction. Installation of a left turn lane is one potential measure that may address this insufficient SSD.		

Applicant Certification			
I certify that the information provided in this form is accurate to the best of my knowledge and is based on available traffic data, project trip generation estimates, roadway geometry, and applicable County guidance.			
Applicant Signature:		**Date:**	
County Traffic Engineer Notes:			

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Napa County Left Turn Lane Screening Update

Internal Document – For County records only

A Tradition of Stewardship
A Commitment to Service

Prepared for:
County of Napa
Department of Public Works

Submitted on:
June 2, 2026

Introduction

Background

The County currently relies on an established left-turn lane warrant to guide decisions regarding the installation of left-turn lanes at intersections. As traffic conditions, safety considerations, and industry best practices evolve, it is important to periodically review is evaluation process to confirm they remain technically sound, consistently applied, and aligned with current research and peer-agency practices. Recent applications of the County's warrant, along with ongoing national research into left-turn operations and safety, provide an opportunity to evaluate whether refinements or updates to the existing criteria may be appropriate.

Purpose

The purpose of this effort is to evaluate the County's existing left-turn lane warrant, compare it to current research and practices used by similar jurisdictions, and develop potential options for revising, amending, or replacing the current process. This work is intended to support informed, transparent, and defensible engineering decisions related to left-turn lane implementation, while maintaining consistency with accepted traffic engineering principles.

Study Approach

To achieve this purpose, Fehr & Peers conducted a focused review of recent County warrant applications, relevant County research, and national guidance related to left-turn lane screening, including National Cooperative Highway Research Program (NCHRP) Report 457. In addition, left-turn lane screening criteria from peer agencies were reviewed to provide context on how other jurisdictions address similar operational and safety considerations.

Based on this research and review, Fehr & Peers has prepared this report summarizing key findings and observations for County review. Following County feedback, this report presents a set of draft recommendations outlining an approach for revising the County's left-turn lane screening process. Our recommended process is supported by its engineering basis, anticipated data and analysis requirements, and a discussion of how the revised process would be implemented by the County and completed by potential applicants.

For consistency with the County's existing terminology, this report uses the term "warrant" when referring to the County's current evaluation process. However, the term "screening" is generally more appropriate for the methodologies reviewed and recommended in this report. Unlike a regulatory warrant, which implies that a specific condition definitively justifies or requires a treatment, a screening process is intended to identify locations where a left-turn lane may be beneficial and merit further engineering review. Accordingly, the recommended approach is best understood as a screening tool that supports, rather than replaces, engineering judgment and consideration of site-specific factors.

Report Structure

This report includes the following sections to summarize the work done to date and our recommendations:

- Existing Process
- Research Review
- Proposed Revised Process
- Recommendations
- Implementation

Existing Process

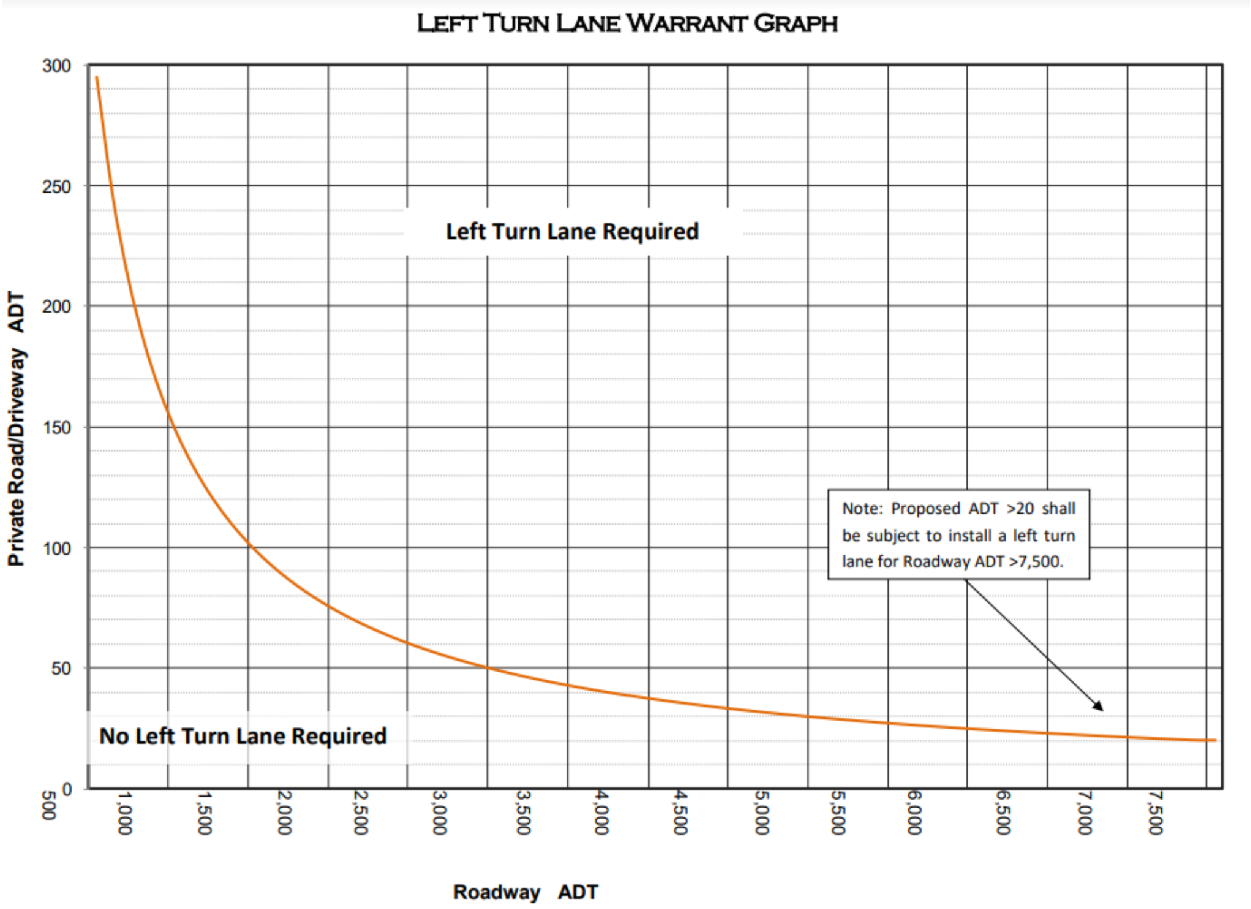
The Department of Planning, Building & Environmental Services of County of Napa maintains the *Napa County Road & Street Standards* This document outlines requirements for County maintained roads such as classification, design criteria, and the left turn lane warrant graph found in the traffic control devices section.

The left-turn lane warrant would necessitate a left-turn lane based on the following criteria:

- Application of the Left-Turn Lane Warrant Graph (shown below) based on road average daily traffic (ADT) and the projected ADT of the proposed use. A left-turn lane will not be considered for uses generating an ADT of 10 or less.
- If the corner sight distance in advancing direction, measured from the driveway, is less than required per Caltrans design standard, a left-turn lane shall be installed.
- If traffic conditions or turning movements pose a considerable threat to public safety, as determined by the Director or Public Works, a left-turn lane shall be installed.

Should the project warrant a left-turn lane, the design of the left-turn lane shall be prepared based on the County Standard Detail LTL-1.

The data inputs the existing process requires to determine the need for a left turn lane is the daily trips generation of the proposed land use.



Research

Fehr & Peers was asked to review relevant national research and guidance to understand current best practices for left-turn lane warrants, and to support a review of the County's existing left-turn lane warrant process and methodology, including opportunities for refinement.

This review compiles key national guidance documents, agency standards, and research studies spanning more than five decades, dating back to 1967. The review began with NCHRP Report 745, which represents the most recent national guidance on left-turn lane warrants. The AASHTO Green Book, which serves as the foundation for many agency roadway design manuals, references NCHRP 745 as the primary basis for left-turn lane warrant guidance.

NCHRP 745 itself builds upon earlier work published in Development of Left-Turn Lane Warrants for Unsignalized Intersections (NCHRP Web-Only Document 193, 2013). Tracing further back, the first edition of the Green Book (1984) cites Volume Warrants for Left-Turn Storage Lanes at Unsignalized Grade Intersections (Harmelink, 1967). Our review found that this 1967 study has served as the foundational basis for many subsequent national and agency-level guidelines.

Neighboring Agencies Standards for Left Turn Lanes

Requirements for evaluating the need for a left-turn lane are typically included in formal Traffic Impact Study (TIS) or Traffic Impact Analysis (TIA) guidelines. We conducted a review of publicly available guidelines from over 50 California cities and counties, including Marin, Solano, Mendocino, Yolo, and Lake Counties. While most agencies require that projects be studied for potential intersection channelization improvements, such as left- or right-turn lanes, the vast majority do not provide explicit guidance on how to determine whether a turn lane is warranted. Only Sonoma County and Napa County include a clear, formal statement about how a project should determine whether a left-turn lane is required.

Some agencies, including the Cities of Riverside, Banning, Murrieta, and Redding, incorporate traffic control and turn-lane needs as part of the overall safety and operational elements that a TIA or TIS is required to study. In these cases, left-turn lanes are considered as potential mitigation for operational deficiencies, queuing, or safety concerns. However, these guidelines generally do not provide an explicit methodology or criteria that a project applicant must apply, leaving the determination to professional judgment or agency review rather than a standardized warrant approach.

Sonoma County's *Guidelines for Traffic Impact Studies* (2016) state that a project's traffic addition is considered to warrant a left- or right-turn lane if the resulting intersection approach meets or exceeds the criteria identified in the Intersection Channelization Design Guide (NCHRP Report 279, Transportation Research Board, 1985) for County roadways. This approach provides a clear methodology for evaluating the operational need for turn lanes and is intended to ensure consistent, defensible application across the County. A discussion of NCHRP Report 279 and its methodology is provided in the following section.

Napa County's TIS guidelines also require an evaluation of whether a project would warrant a left-turn lane. Projects must include a turn-lane warrant assessment as part of either a full TIS or a limited transportation analysis, regardless of the project's size. If the analysis shows that the project meets the County's criteria for providing a left-turn lane—based on turning movement volumes, roadway type, and County standards—the lane is considered required and must be included as a mitigation measure in the project's design.

Review of Guidelines, Publications, and Standards

This section summarizes the key guidelines, research publications, and agency standards reviewed to inform the evaluation of left-turn lane warrants. The review spans nationally recognized research, historical studies, and professional guidance documents, including highway design manuals and traffic impact study methodologies. The purpose is to provide a comprehensive understanding of how left-turn lane warrants have been developed, applied, and referenced by agencies, highlighting both the evolution of methodologies and the most current guidance that could inform County practice.

National Guidance

The National Cooperative Highway Research Program (NCHRP) develops research-based guidance for transportation agencies across the United States. NCHRP reports, such as 279, 457, and 745, provide nationally recognized methodologies for evaluating intersection improvements, including left-turn lane warrants, and form the foundation for many agency standards and the AASHTO Green Book referenced in this review. These documents represent the most authoritative, research-backed national guidance available for determining when left-turn lanes are warranted. The sections that follow summarize each report, highlight key takeaways, and describe their practical application and relevance to County practice.

NCHRP 745: Left-Turn Accommodations at Unsignalized Intersections[1]

Key Takeaway: This is the latest national guidance with a robust selection of screening graphs.
The inputs of these screening processes include geographic location, intersection geometry, and hourly volume. The report also outlines design decisions related to left-turn lanes. Warrants were based on a benefit-cost analysis conducted with the Highway Safety Manual (American Association of State Highway Officials, 2010). The full derivation of the left-turn lane warrants is documented in Development of Left-Turn Lane Warrants for Unsignalized Intersections, NCHRP Web-Only Document 193 (2013).

Helpful attributes of the report include:

- **Decision Flow Chart:** Provides a visual tool to quickly identify if a left-turn lane is appropriate before referring to the graphs.
- **Intersection Geometry:** Offers guidance on including a left-turn lane when a project connects to an existing minor road.
- **Distinct Thresholds:** Each warrant graph uses a straight or sloped line. A similar approach in updated warrants prevents ambiguity for projects near curved thresholds.

The pertinent charts for left turn warrant for rural two-lane highways with a side street connection is shown below.

[1] NCHRP Report 745: Left-Turn Accommodations at Unsignalized Intersections, Transportation Research Board, Washington, D.C., 2013

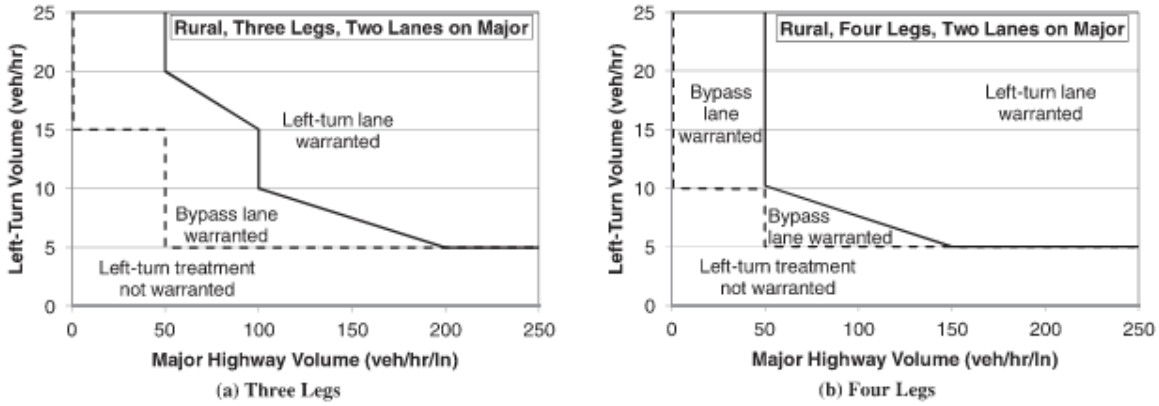


Figure 2. Recommended left-turn treatment warrants for intersections on rural two-lane highways.

NCHRP 457: Evaluating Intersection Improvements: An Engineering Study Guide (2001)[2]

Key Takeaway: Warrants are the same as NCHRP 279.

This guide also includes suggested turn-bay lengths based on hourly volume. Excel workbooks for each graph allow a user to input values and obtain plotted results, minimizing interpolation errors. However, Caltrans HDM Chapter 400 (2020) establishes design guidance for left-turn channelization. Some of the charts from this document are shown below.

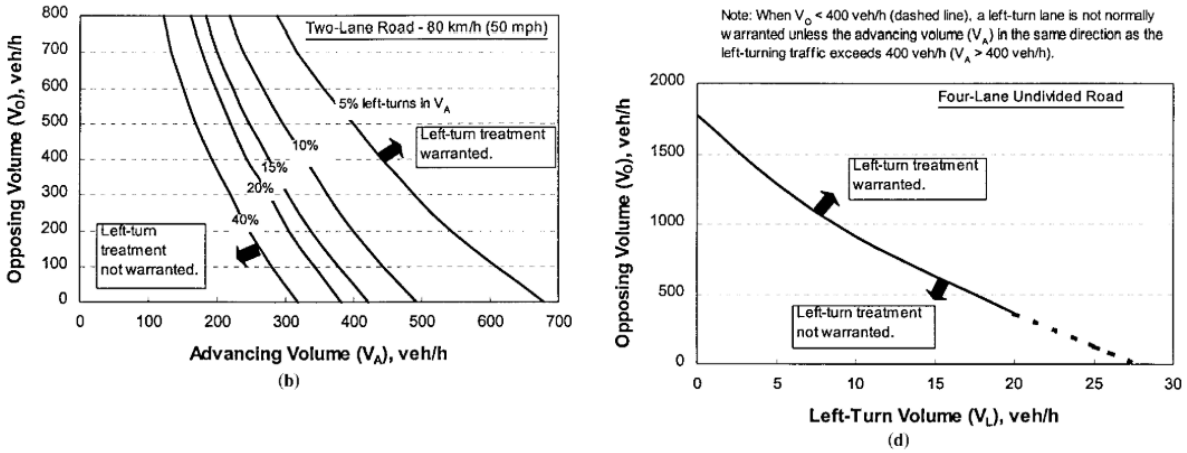


Figure 2-5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

[2] NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide, Transportation Research Board, Washington, D.C., 2001

NCHRP 279: Intersection Channelization Design Guide (1985)[3]

Key Takeaway: Based on a study conducted in 1967. Sonoma County uses this guide for left-turn lane warrants.

The warrants are derived from Volume Warrants for Left Turn Storage Lanes at Unsignalized Grade Intersections (Harmelink, 1967). Harmelink's research forms the foundation of NCHRP 279 and 457, which appears similar to the County's current warrant approach. Graphs generally follow a negative exponential distribution. The report also provides exhibits describing general capacities for left-turn lanes and phases as a planning tool. Some of the charts related to left turn lane warrants from this guide is shown below.

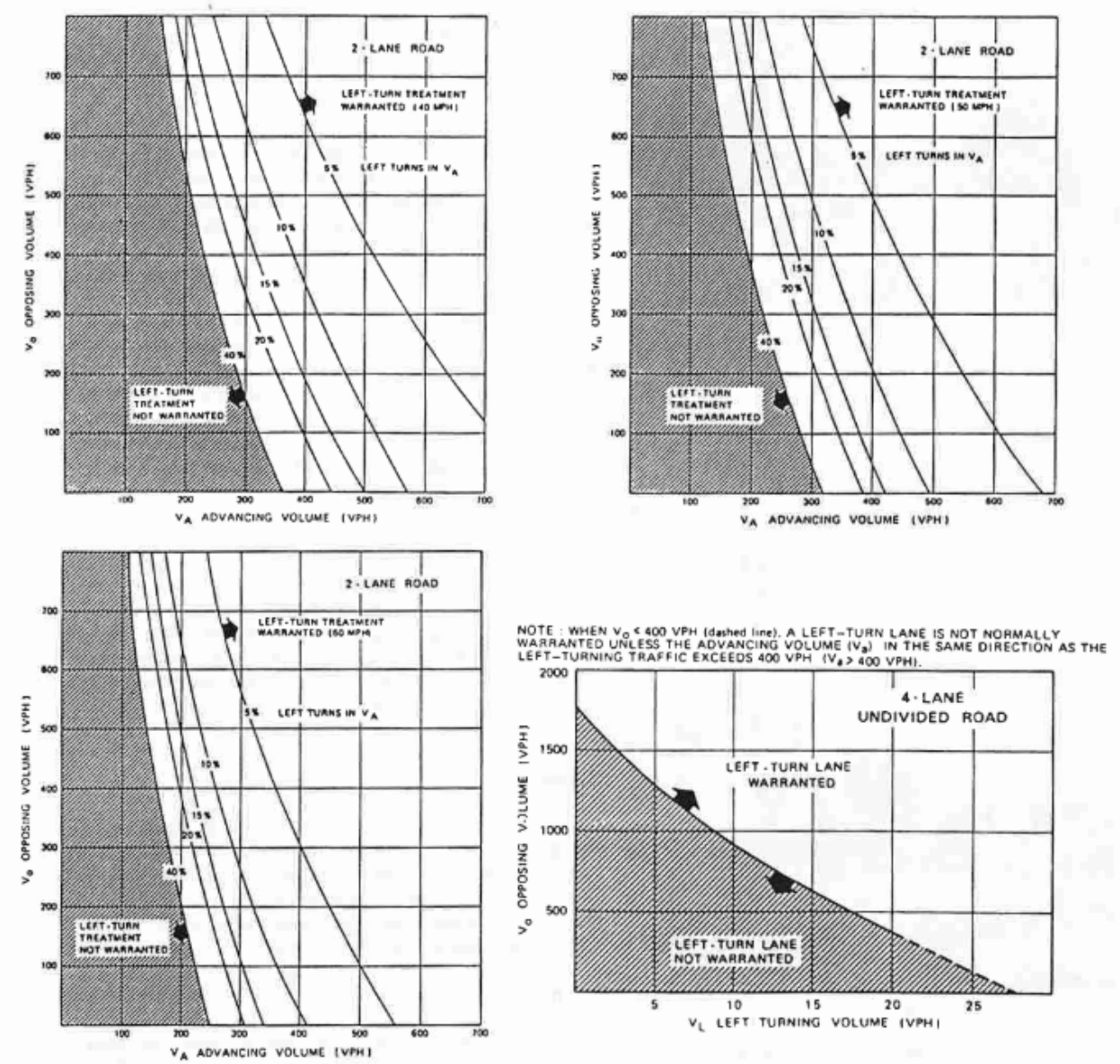


Figure 4-12. Volume warrants for left-turn lanes at unsignalized intersections. (Source: Ref. 4-7)

[3] NCHRP Report 279: Intersection Channelization Design Guide, Transportation Research Board, Washington, D.C., 1985

AASHTO Guidance

2018 Edition[4]: Adopts NCHRP 745 into the guidelines (Section 9.7.3.1, "Guidelines for Provision and Design of Left-Turn and Bypass").

1984 Edition[5]: Adopts Harmelink's 1967 study for at-grade intersections, citing volume warrants for left-turn storage lanes.

Volume Warrants for Left Turn Storage Lanes at Unsignalized Grade Intersections (1967)[6]

Key Takeaway: This study is the basis for multiple guides and agency standards.

The study derived volume warrants and designed charts for two- and four-lane roadways based on the probability that a left-turning vehicle would impede opposing traffic and cause a queue. It has informed most subsequent national guidance. Below is an example of one of the left turn warrant graphs from this document.

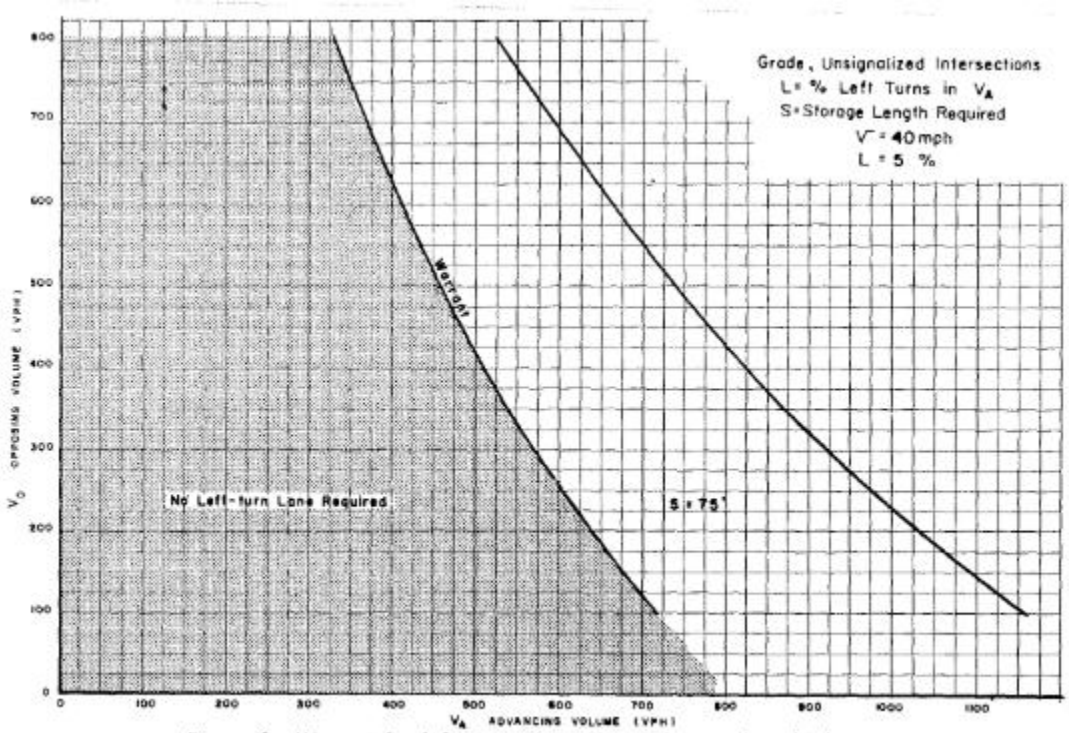


Figure 2. Warrant for left-turn storage lanes on two-lane highways.

[4] A Policy on Geometric Design of Highways and Streets, "The Green Book," 7th Edition, AASHTO, 2018
[5] A Policy on Geometric Design of Highways and Streets, "The Green Book," AASHTO, 1984
[6] Volume Warrants for Left Turn Storage Lanes at Unsignalized Grade Intersections, M.D. Harmelink, 1967

State Guidance

Caltrans Guidelines for Reconstruction of Intersections (1985)[7]

Key Takeaway: Appears to use the same warrants outlined in Harmelink's 1967 study.

The guidelines appear to be similar to the exhibit shown in the 1984 Green Book. After reviewing data provided by the County for previous applications, we found that the Caltrans Methodology will seldom support requiring a left-turn lane since the volume thresholds are much higher than more recent guidance and research.

Agency Use of NCHRP 745

While the Caltrans Highway Design Manual does not explicitly reference NCHRP 745, several agencies in the United States have incorporated it or the 2018 AASHTO Green Book (which contains the same warrant exhibits) into their guidelines:

- **Tennessee Department of Transportation:** Uses NCHRP 745 in the Highway System Access Manual (Volume 3, 2021) to install left-turn lanes and mitigate conflicts at unsignalized locations.
- **Port Authority of New York and New Jersey:** Uses NCHRP 745 in the Roadway Access Management Guidelines (2017) for redevelopment planning.
- **Idaho Transportation Department:** Uses the 2018 AASHTO Green Book in the Traffic Manual (2020) for left-turn lane warrants.
- **Texas Department of Transportation:** Uses the 2018 AASHTO Green Book in the Roadway Design Manual (2024) for rural left-turn lane warrants.

Key Findings

The most recent nationally recognized research supporting left-turn lane warrants is NCHRP 745. Historical studies, including Harmelink (1967), NCHRP 279, and NCHRP 457, provide the foundation for current practices. Based on this review, a recommendation has been developed for the County to adopt a methodology consistent with NCHRP 745. The following section compares previous project applications with the results that would be obtained under NCHRP 745 methodology.

[7] Guidelines for Reconstruction of Intersections, California Department of Transportation, 1985

Proposed Revised Process

To test the application of NCHRP 745, the County of Napa provided a series of past project applications. While these prior studies offered valuable context, they did not include all the data elements needed to directly apply NCHRP 745 methodology. Missing data included existing peak hour turning movement counts, projected peak hour turning movements for the proposed projects, and proposed trip distribution/assignment. Without this information, applying the methodology would have required making several assumptions based on traffic engineering judgment. To address this, our team supplemented the original studies with additional estimates and carefully considered assumptions, enabling the use of NCHRP 745 to screen for potential left-turn lane needs while minimizing speculation.

Assumptions

As stated above, the data provided to our team from these studies/applications typically did not include hourly project trip distributions, turning movement counts, or traffic assignment details. Because this information was not available, we made the following assumptions based on traffic engineering judgment:

- **Peak hour trip distribution:** The peak hour is assumed to have a 50/50 in/out split.
    - For wineries, the ITE Trip Generation Manual indicates that a 50/50 in/out split is typical during peak hours.
    - Sensitivity testing was conducted using skewed trip distributions to evaluate potential variation.
- **Directionality of left/right turns:** Trips entering or exiting the driveway are assumed to be evenly split between left and right movements.
    - This assumption is recognized as a simplification; actual directionality should be based on local context and patron origin/destination patterns.
    - Sensitivity testing was conducted using skewed left/right distributions to assess impacts.

Case Studies

To test the methodology, we applied three approaches: the current County methodology, NCHRP 745, and Caltrans guidelines. For each case study, we used the data provided by the County along with the assumptions described above.

Case 1: Arrow & Branch

- County Current Warrant – No, does not meet warrant
- NCHRP 745 – No, does not meet warrant (would meet the warrant only if the in/out or left/right splits were at extreme values)
- Caltrans Warrant – No, does not meet warrant

Key Takeaway: None of the warrants are met. However, NCHRP 745 highlights the importance of left/right turn directionality in determining the need for a left-turn lane. At this site, the majority of

patrons are expected to make a right turn into the driveway, which further confirms that a left-turn lane is not required when considering both the site context and the data analysis.

Case 2: Krupp

- County Current Warrant – Yes, meets warrant
- NCHRP 745 – Yes, meets warrant
- Caltrans Warrant – No, does not meet warrant

Key Takeaway: This project meets both the current County warrant and NCHRP 745. It features high peak-hour trips and significant volumes on the adjacent roadway. The Caltrans warrant, however, is not met due to its higher threshold criteria.

Case 3: Paloma

- County Current Warrant – No, does not meet warrant
- NCHRP 745 – No, does not meet warrant
- Caltrans Warrant – No, does not meet warrant

Key Takeaway: All warrants are not met. The volumes on the major roadway are low, and the project's trip generation is also minimal, indicating that a left-turn lane is not warranted under any of the three methodologies.

Recommendations

Based on our review of national guidance and the sensitivity analysis of local case studies, we recommend updating the Napa County left-turn lane warrant to adopt the methodologies outlined in NCHRP Report 745. This would transition the County from a graph-based warrant that relies on daily traffic volumes to an hourly-based assessment that more accurately reflects peak operating conditions and turning movement dynamics.

NCHRP 745 represents the most current nationally recognized guidance for evaluating left-turn lane needs, is endorsed by the 7th Edition of the AASHTO Policy on Geometric Design of Highways and Streets ("Green Book"), and is supported by benefit-cost and safety performance analyses grounded in the Highway Safety Manual.

Benefits of the NCHRP 745 Warrant

Transitioning to this revised process offers three distinct advantages over the existing warrant:

- **Industry Practices:** As opposed to the warrants based on statistical methods from the 1967 Harmelink study, the recommended guideline uses the *Highway Safety Manual* that analyzed crash predictive models to determine the quantifiable benefit of installing left-turn lanes. The new warrant aligns with the Safe System Approach by providing proactive practice which would directly link to the safety benefit outweighing the construction cost.

- **Enhanced Technical Accuracy (Peak vs. Daily):** The existing process relies on daily volume averages, which often mask the time periods caused by intense short-term traffic surges. The new guideline utilizes **peak-hour volumes** and explicit turning movement volumes. This

is particularly beneficial for winery applications where traffic patterns may be heavily skewed during specific hours.

- **Elimination of Ambiguity:** The current warrant relies on curved thresholds that can create "gray areas" where it is unclear if a project falls inside or outside the line. The NCHRP 745 methodology uses distinct linear thresholds. This removes subjectivity, reducing uncertainty for applicants when in practice.

Additional Considerations Related to NCHRP 745 Warrants

While NCHRP 745 includes provisions for bypass lanes, we recommend excluding this option from the County's warrant. Doing so would maintain consistency with the Caltrans Highway Design Manual, which does not recognize bypass lanes as a standard design practice.

We analyzed the relationship between the County's current left-turn lane warrant and the Rural, Three-Leg, Two-Lane Major Road warrant in NCHRP 745 and found that the warrant curves closely align. Based on this finding, we recommend that the County requires project applications to apply the appropriate NCHRP 745 warrant table based on the specific intersection and roadway configuration.

Although the Rural, Three-Leg, Two-Lane Major Road condition is expected to be the most commonly applicable in Napa County, NCHRP 745 includes additional configurations that should be evaluated using the proposed warrant methodology described in the following section, including:

- Rural, Three Legs, Two Lanes on Major (most common condition in Napa County)
- Rural, Four Legs, Two Lanes on Major
- Rural, Three Legs, Four Lanes on Major
- Rural, Four Legs, Four Lanes on Major
- Urban and Suburban Arterial, Three Legs
- Urban and Suburban Arterial, Four Legs

The proposed process, forms, etc. have been developed for the most common application (Rural, Three-Leg, Two-Lane Major Road). In an effort to streamline the proposed new process, only the more common situation where the project proposes a new or modified side street, forming a three-legged intersection, is to be included in the form. In the User Guide for the Form, the applicant will be directed to the NCHRP 745 report for warrant graphs using the same inputs identified in this revised process.

Implementation

Based on the three case studies and the application of NCHRP 745, we recommend the following approach to guide applicants through the proposed left-turn lane screening process. This section outlines the overall framework, key considerations, and specific steps that could be incorporated into the Napa County Road and Street Standards.

Implementation Framework

The implementation framework provides high-level guidance on the purpose of each step in the screening process and the data required to support the analysis. These steps would be taken by the applicant, and the findings reviewed by County staff:

1. **Collect Data**
   a. Obtain hose counts on the adjacent roadway, including speed, volume, and vehicle classification.
   b. Ensure all traffic studies report hourly volumes for the major roadway.
   c. Identify the peak hour on the major roadway; this information is readily available and does not represent a significant change to current practice.

   Note that the data above is identified in the Napa County Traffic Impact Study (TIS) Guidelines as required data for traffic impact studies, so if an applicant is at the stage to identify if a left turn lane may be warranted, the above data should have already been collected.

2. **Calculate Travel Demand and Assignment**
   a. For wineries, use peak hour trip estimates from the Napa County Winery Trip Generation Worksheet.
   b. For all other land uses, derive peak hour trips using the ITE Trip Generation Manual.
   c. Identify the directionality of both peak hour and daily trips to and from the proposed site, taking into account site-specific access limitations, if applicable.
3. **Evaluate Sight Distance**
   a. Evaluate available sight distance using the operating speed (i.e. 85th percentile speed) for the adjacent roadway.
   b. Apply engineering judgment to support assumed in/out splits and expected access behavior, particularly to determine whether left-turn movements are likely to be a frequent occurrence at the driveway (as approved by the County Traffic Engineer).

To ensure each applicant calculates the above in a clear, consistent manner, we have developed a proposed methodology to be used, and for projects with proposed winery uses, this approach would be compatible with the County specific winery trip generation worksheet.

Proposed Steps

It is anticipated that the revised left-turn screening process will be incorporated into the approved Napa County TIS Guidelines, either as a standalone section or as an attachment or appendix.

The process assumes that the TIS will include the data collection and travel demand analysis needed to support the left-turn screening evaluation. The County should also establish that each step of the process is subject to review and approval by the County Public Works Department.

The process is proposed to be documented in a simple one-page Excel-based form, with built-in formatting and formulas that calculate key elements based on the user's inputs. Most of the required data is already collected or calculated as part of the formal TIS process.

The form includes several steps that alert the user when the process may not apply, such as when the intersection is located on a Caltrans roadway. It also identifies whether a left-turn lane would be warranted based on the entered data.

A User Guide is included within the form to explain how it should be completed. The description below provides a general overview of the process, while the User Guide provides more detailed step-by-step instructions, including where the evaluation may end based on specific input values.

Prior to proceeding with Step 1, the User Guide prompts the applicant whether the project would connect to a Caltrans facility, Silverado Trail, or a multi-lane arterial/collector roadway. This would inform the applicant that they should still proceed with the left-turn lane screening process; however, this leaves the County additional jurisdiction whether to determine a left-turn lane can be required, regardless of the outcome of the screening process.

To unprotect the external screening Excel form, use the following password: 7R2k

Step 1: Data Input

Step 1 consists of entering data that should already be available from the TIS data collection effort.

The first two inputs are the dates when the daily traffic counts were collected. Based on those dates, the form automatically indicates whether a seasonal adjustment is required in accordance with the TIS Guidelines.

The next input asks whether a 24-hour vehicle count was collected on the major street. The applicant checks a box to confirm the count was collected and enters the applicable count data into the designated cell. The User Guide explains how to determine the appropriate value to enter.

The final inputs in this step relate to speed data. Traffic volume counts collected using roadway tubes can also provide speed data, and applicants are encouraged to collect both speed and volume information as part of their counts. However, if actual speed data is not available, the form allows the applicant to enter the posted speed limit. The form then automatically adds 7 mph to determine an estimated design speed, consistent with methodologies described in industry guidance documents for certain calculations, including sight distance evaluations, when measured speed data is unavailable.

Step 2: Volume-Based Left Turn Lane Warrant Calculation

This step involves entering the applicable traffic volume data for the relevant turning movements, consistent with the instructions provided in the User Guide. Once the required cells are populated, the form automatically indicates whether a left-turn lane would be warranted based on the volume-based criteria.

The form also includes a second page that automatically plots the entered traffic volumes on a graph similar to the warrant charts presented in NCHRP Report 745. This allows the user to visually see where the project data falls relative to the warrant thresholds. The graph, project information, and plotted data points are automatically generated based on the entered inputs.

Step 3: Sight Distance Check

This step uses the speed data entered in Step 1 to calculate the required stopping sight distance.

The applicant then enters the available clear sight distance, measured in accordance with the instructions provided in the User Guide. The form compares the available sight distance to the calculated stopping sight distance and automatically indicates whether an approaching motorist would have sufficient distance to comfortably stop after observing a vehicle waiting to turn left into the minor street.

Napa County Left-Turn Lane Screening Form

User Guide

Purpose

This User Guide describes how to complete the Napa County Left-Turn Lane Screening Form and explains the purpose of each step within the evaluation process. This process relies on data and analysis from the Napa County Traffic Impact Study Guidelines ("TIS Guidelines"). The underlying methodology for this process is from the National Cooperative Highway Research Program (NCHRP) Report 745, refined to be compatible with the County's TIS Guidelines and the unique nature of Napa County's context and transportation network.

The screening form is intended to provide a consistent process for evaluating whether a left-turn lane may be warranted for projects connecting to County roadways. The form is intended to support, not replace, engineering judgment and County review. All submitted information and resulting evaluations remain subject to review and approval by Napa County Public Works.

The screening form is intended primarily for projects located on two-lane rural County roadways, where modifications to an existing side street or installation of a new side street is proposed, forming a three-legged intersection. In scenarios where the project would propose changes that would create or modify a side street controlled four-legged intersection, the Applicant should use the same steps in this User Guide but using the appropriate graphs from NCHRP Report 745.

General Instructions

1. Complete all project information fields at the top of the form.
2. Proceed through each step in order.
3. Only enter values (by double clicking) into cells that are highlighted yellow.
4. Do not modify formulas, formatting, or protected cells.
5. Supporting traffic count data and calculations should be included in the associated Traffic Impact Study (TIS) documentation.

Most information required by the form should already be available from data collected and analyzed as part of the data collection and traffic analysis processes described in the TIS Guidelines.

There shall be no changes or alterations to this Left-Turn Lane Screening Form. Any modifications will result in the worksheet being rejected.

Automated Calculations and Messages

The form includes automated messages that alert the user when:

- The screening process may not apply;

- Additional agency coordination may be required;
- Sight distance may be inadequate; or
- Further County review is necessary.

These messages are intended to assist the applicant and do not replace County review or engineering judgment.

Project Information

The top portion of the form requests basic project and preparer information, including:

- Project name and number
- Applicant company/firm
- Preparer name
- Preparer email and phone number
- Date
- Project location or APN

This information is used for documentation and County review purposes.

If the project connects to a Caltrans roadway (e.g., SR 29, SR 121, or SR 128), Caltrans processes may also be applicable in addition to this left-turn lane screening process. In addition, the County reserves the right to determine if a left-turn lane would be warranted, particularly on corridors such as Silverado Trail and other regionally significant arterials and collectors.

Step 1 — Data Input

Step 1 summarizes data collection efforts conducted for the associated Traffic Study shall be consistent with the Napa County current Traffic Impact Study Guidelines. These values are subject to review and approval by County staff.

Data Collection Dates

Enter the start and end dates for the traffic count data collection effort. These should be the dates data was collected that will be used on this form, specifically the daily traffic counts and speed data (if applicable).

The form will automatically indicate whether a seasonal adjustment is applicable in accordance with the current Napa County Traffic Impact Study Guidelines. The data inputted into the form will not apply the seasonal adjustment, applicant shall ensure volume data is the appropriate values per the TIS methodology.

24-Hour Vehicle Count on Major Street

Indicate whether a 24-hour vehicle count was collected on the major roadway adjacent to the project site. This information is used to support the left-turn lane evaluation. If data was not collected as part of the TIS process, applicant should coordinate with County staff to determine appropriate locations for volume and speed data collection for a period of 7 consecutive days that do not coincide with a holiday. The County reserves the right to require the applicant to collect daily traffic

counts and speed data in lieu of solely using the posted speed limit as a basis for calculations as part of this process.

85th Percentile Speed

If speed data was collected as part of the traffic count effort described above, indicate that the 85th percentile speed was collected and enter the measured speed value. Actual measured speeds are preferred whenever available.

Posted Speed Limit + 7 MPH

If measured speed data has not been collected or available, the form may use the posted speed limit plus 7 mph as an estimated design speed. This methodology is consistent with industry best practices commonly used for sight distance evaluations when measured operating speeds are unavailable.

Step 2 — Volume-Based Left-Turn Lane Warrant Calculation

Step 2 evaluates whether traffic volumes meet the screening thresholds associated with a potential left-turn lane warrant.

Major and Minor Street Information

Enter:

- Major roadway name
- Minor roadway or project driveway name

Minor Street Additional Information

If a project contains a driveway loop (where one driveway is exclusive to entering traffic, and another driveway is exclusive to exiting traffic), the left-turn lane warrant must be applied to the driveway that is exclusive to entering traffic only.

If a project contains multiple driveways, the project shall be evaluated as one driveway. Therefore, all turning volumes must be evaluated at one project access point and must not be distributed amongst the multiple driveways. The County may exercise an exception if the driveways are spaced more than 500 feet away, and if the County's discretion finds a reasonable split of entering traffic based on the County's site plan review.

Traffic Volume Inputs

Enter the applicable peak-hour turning movement volumes, including:

- **Major advancing through volume** – This is the number of vehicles in the same direction as the left turning vehicles not including the vehicles estimated to turn left
- **Major opposing volume** – this is the number of vehicles in the opposing direction as the left turning vehicles, not including estimated number of vehicles turning right into the minor roadway or driveway.

- **Major left-turn volume** – This is the number of vehicles estimated to turn left into the minor roadway or driveway.
- **Major right-turn volume** – This is the number of vehicles estimated to turn right into the minor roadway or driveway.

These values should be derived from the project traffic analysis and associated turning movement counts. The estimated number of vehicles generated by the proposed project and assigned to the inbound and outbound direction, and to and from each direction should be determined based on the traffic engineering methodology in the TIS Guidelines. If the project is not required to complete a TIS per the screening criteria, the same travel demand calculation and assignment methodology should be used to determine the appropriate volume to use for this screening tool.

For winery uses where the peak hour trip generation was calculated using the County Winery Trip Generation Worksheet, the peak hour left turn volume should be 1/3 of the peak hour trip generation of the proposed project. This is based on the following reasonable assumption for trip assignment during the peak hour of a winery-related land use:

- 50% inbound, 50% outbound split
- Of the inbound traffic, 1/3 assumed to right turns into the site, and 2/3 assumed to left turns into the site.
- Therefore, 1/3 of the total peak hour trip generation shall be the left-turning volume into the driveway (Inbound left turns = Total Trips * 50% Inbound * 2/3 Assumed Left Turns = 1/3 * Total Trips).

Applicant may propose a different methodology to determine the peak hour left turn into the site, and may provide that methodology and results to the County for their approval.

Automated Evaluation. Once the required traffic volumes are entered, the form automatically evaluates whether the traffic volumes meet the screening criteria for a left-turn lane.

The resulting output will display either "Yes" or "No". This output represents the result of the screening evaluation only and does not constitute final County approval.

Automated Graph. The workbook also includes a graphical display of the entered traffic volumes.

The graph automatically plots the project data on a chart similar to the warrant figures presented in NCHRP Report 745. This visualization allows the user and reviewing staff to see where the project volumes fall relative to the screening thresholds. No additional user input is required for the graph.

Step 3 — Evaluate Sight Distance

Step 3 evaluates whether adequate stopping sight distance is available for motorists approaching a vehicle waiting to turn left into the project access or minor street. If there is not adequate distance for an advancing motorist to see a motorist ahead of the waiting to turn left, and comfortably come to a stop before reaching that motorist, a left turn pocket could be one of several transportation improvements to address the insufficient stopping sight distance.

Required Stopping Sight Distance

The form automatically calculates the required stopping sight distance using the speed information entered in Step 1.

Available Sight Distance

Enter the available clear sight distance, measured in feet. Available sight distance should be measured in the direction of approaching traffic from the perspective of an advancing motorist traveling on the major roadway. Measurements should reflect actual field conditions, including horizontal curvature, vertical curvature, landscaping, fencing, vegetation, or other obstructions.

Sight Distance Evaluation

The form automatically compares:

- Required stopping sight distance; and
- Available stopping sight distance.

The form then indicates whether adequate stopping sight distance is available.

If available sight distance is less than the required stopping sight distance, the form will indicate that inadequate stopping sight distance exists and that a left-turn lane may be one potential mitigation measure.

Applicant Certification

The applicant must certify that the information provided is accurate to the best of their knowledge and is based on:

- Available traffic data
- Project trip generation estimates
- Existing roadway geometry
- Applicable County guidance

The completed form should be submitted along with the associated Traffic Impact Study materials for County review.

References

- The latest Napa County Traffic Impact Study Guidelines
- The latest Napa County Road and Street Standards
- NCHRP Report 745, *Left-Turn Accommodations at Unsignalized Intersections*
- Caltrans Highway Design Manual
- AASHTO Green Book (current edition)

Limitations and Important Notes

This screening process is based on transportation engineering practices and published research available at the time of its development, including applicable AASHTO guidance, NCHRP research, and the Napa County Traffic Impact Study Guidelines. The process was developed primarily for evaluating access to two-lane County roadways and may not be appropriate for all roadway classifications, operating environments, or site conditions.

The purpose of this tool is to provide an initial screening-level assessment of whether a left-turn lane may be operationally or safety warranted. The tool is intended to promote consistency in the evaluation process and to assist applicants and County staff in identifying locations where a left-turn lane may merit further consideration.

A determination that a left-turn lane is warranted does not indicate that a left-turn lane is feasible, required, or approved. The screening process does not evaluate physical design constraints, available right-of-way, utility conflicts, environmental impacts, drainage considerations, permitting requirements, or other factors that may affect implementation. Additional engineering analysis may be required to determine whether a left-turn lane can be reasonably accommodated and designed in accordance with applicable standards.

The results of this screening process are dependent upon the accuracy and completeness of the information entered by the applicant. Napa County may request supporting documentation, verify submitted information, or require additional data collection or analysis where warranted.

This tool is intended to support, not replace, professional engineering judgment. Unique site conditions, roadway characteristics, operational considerations, crash history, multimodal factors, and other project-specific circumstances may justify conclusions that differ from the screening results.

Completion of this screening form does not constitute County approval, entitlement, permit authorization, or acceptance of any proposed access configuration. Napa County Public Works retains final authority regarding access requirements and left-turn lane determinations and may require additional analysis, modifications, or improvements based on project-specific conditions. A determination that a left-turn lane is not warranted through this screening process does not preclude Napa County from requiring additional analysis or improvements where deemed appropriate.

Napa County Left-Turn Lane Screening Form

Project Name and Number:			
Project Location / APN:			
Applicant Company:		**Preparer Email:**	
Preparer Name:		**Preparer Phone Number:**	

Refer to the Napa County Left-Turn Lane Screening Form User Guide for more information.

Step 1 — Data Input

1A. When was the data collected at the major roadway?

Data Collection Dates	Start	
	End	
Is a Seasonal Adjustment needed? (See Table 2, TIS Guidelines)		*Yes, 15% adjustment*

1B. What were the traffic volumes collected at the major roadway?

24-Hour Vehicle Count on Major Street	☐	

1C. What is the speed on the major roadway?

Collected 85th Percentile Speed	☐		
Posted Speed Limit			*7*

Step 2 — Volume-Based Left Turn Lane Warrant Calculation

2A. What are names of the major and minor roadways?

Major Roadway Street Name	
Minor Road Street Name	Project Driveway

2B. What are peak-hour turning movement volumes?

		←		Major Advancing (vph)
Major Opposing (vph)		→		Major Left (vph)
Major Right (vph)		↴		

Does the expected traffic volumes warrant a left-turn lane?	*No*

Step 3 — Evaluate Sight Distance

4A. What are the sight distances for the major advancing motorist?

Required Stopping Sight Distance	*50*	feet
Available Sight Distance		feet

4B. Does the advancing motorist have enough stopping sight distance?

Adequate SSD is not available between a motorist waiting to turn left onto the minor street and a motorist approaching in the same direction. Installation of a left turn lane is one potential measure that may address this insufficient SSD.

Applicant Certification

I certify that the information provided in this form is accurate to the best of my knowledge and is based on available traffic data, project trip generation estimates, roadway geometry, and applicable County guidance.

Applicant Signature:		**Date:**	
County Traffic Engineer Notes:			

Warning: No changes, revisions, or alterations shall be made to this Left Turn Lane Screening Form. Any modification, regardless of its nature or extent, will render the Screening Form invalid and subject to rejection.

Fehr & Peers

Date: June 4, 2026

To: County of Napa Department of Public Works

From: Geoff Rubendall, PE, and Jasper Hendra, Fehr & Peers

Subject: Napa County Left Turn Lane Warrant Update Stakeholder Response to Comments (RTC)

Fehr & Peers Response to Comments Matrix

No.	Stakeholder – Date	Stakeholder Comments	F&P Response
1.	Peter Galloway GHD 4/7/26	Thanks for passing along this draft methodology for the updated left-turn-lane warrant requirements. I believe it's a good step in the right direction to use the peak hour turning volumes rather than ADT volumes. I believe you'll find it's just as conservative but will reflect a more accurate picture of the conditions when vehicles are turning in/out of the project driveways.	Noted.
2.	Mike Muelrath Applied Civil Engineering Incorporated 4/7/26	Thank you Ahsan!	Noted.
3.	Dalene Whitlock W-Trans 4/9/26	I'm thrilled that the County is finally updating this policy – I've been pushing Steve to do so for nearly twenty years!! The methodology that F&P has recommended is the one we have been using elsewhere and that we suggested to Steve, so we're totally in alignment with the revised policy. I look forward to seeing it adopted!	Noted.
4.	Paul N. Bartelt Bartelt Engineering 4/21/26	On page 14, under Step 2, second bullet point: Should the word city be changed to Napa County?	Comment accepted and revised accordingly.
5.	Mark 4/8/2026	Thanks for sending me the information about the new methodology you are considering in regards to the warrant for provision of a left turn lane on the major road approaches to unsignalized intersections. My Overall Impressions, Comments and Suggested Changes 1. The Report by F&P is very complete and a job well done. 2. The suggested chart on Page 15 of the report is fine, although I would recommend the following addition: Provide guidance (a note on the figure) what the analysis recommends when you have more than 25 left turning vehicles and less than 50 major peak hour vehicles per hour per lane as well as when you have 5 or less left turning vehicles and more than 250 peak hour vehicles per hour per lane. 3. Provide detailed guidance regarding the number of peak period turn movement counts required at the intersection being evaluated. For example, traffic studies require daily and peak period counts on 2 Fridays and 2 Saturdays. Does this mean peak period turn movement counts should also be conducted on each of the 4 days? If so, should the traffic engineer doing the study use his judgement in regards to what the peak hour will be each day and do turn movement counts on the same 4 days that daily hose counts are being done – or – should one set of a Friday and Saturday daily road counts initially be conducted so that the exact peak hours are determined for the following weeks? This would narrow down the turn movement peak periods that would actually need counting the following weeks. 4. Can the County and Caltrans come to some agreement on a LTL methodology to use along State Highways (or indicate the 2 different methodologies to use in a study to keep both jurisdictions happy)? 5. Now the BIG ITEM OF CONCERN. The new LTL methodology uses peak hour volumes rather than daily volumes. For winery studies it is required that the County's new (February 2026) Trip Generation Worksheet be used. While the new worksheet (as well as the old worksheets) provided realistic winery daily volume projections, they DO NOT for the peak hour. The worksheet shows that on a Friday the PM peak hour winery volume is projected to be 35% of the daily traffic, while on a Saturday the PM peak hour of winery traffic is projected to be almost 50% of the daily traffic. The net result is that while you are considering using a much more liberal analysis methodology, the fact that you will be using PM peak hour winery traffic projections for both a Friday and Saturday that are about 100 to 150% above the reality of what wineries are generating during these peak hours will result in very little net change in findings for the need of a LTL. In 40 + years of doing winery studies in the Napa Valley I have hardly ever seen an instance where the PM peak hour trip generation for an existing winery is more than 20% of the daily generation, and mostly it is less. I strongly suggest that you have new Friday and Saturday hose counts done on the driveways serving 5 to 6 wineries (up and down valley) to determine correct PM peak hour percentages so the new LTL methodology produces realistic results.	1. Thank you, noted. 2. NCHRP 745 methodology outlines that the threshold remains linearly at either end of the warrant graph. The screening form will automatically take this into account, and judgement is not expected out of the user to determine under either of those conditions. 3. The process is described in the User Guide that was developed after this comment was made. The User Guide alludes to the daily traffic count methodology from the TIS Guidelines where the data from the TIS will be reused for the left-turn screening process. If data was not already collected as part of the TIS process, coordination with the County is needed to determine an appropriate timeframe for a period of 7 days that do not coincide with a holiday. 4. The County does not intend to get Caltrans review and approval of a shared methodology, but defer to Caltrans for their approval, and would still ask an applicant to use the County approach so the County knows if a LTL would be required per their approach, and would better position the County to support the findings of a Caltrans study. Caltrans may also require an ISOAP process which is relatively new and the County would defer to Caltrans in that case as well. 5. We have provided suggested guidance on using the Napa County Winery Worksheet with this new approach. Should an applicant use the Winery Worksheet, the left-turning traffic volume is 1/3 of the total peak hour turning volume (assuming 50% inbound and 50% outbound, and assuming 2/3 drivers are entering as a left-turn). Additional data collection and analysis to further advance or modify the County trip generation worksheet was not included in this study. If an applicant uses the winery trip generation worksheet and they do not like the result, there are options to collect the data via different ways.

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1190

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference with Legal Counsel - Existing Litigation

RECOMMENDATION

Silverado Community Services District

Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))

Name of Case: Bojuana Wilcosky v. County of Napa Public Works, et. al; Napa Superior Court Case No. 24CV001696.

Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/23/2026 | **File ID #:** 26-1338

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Existing Litigation (Government Code Section 54956.9(d)(1))(2 Cases)

RECOMMENDATION

Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(2 Cases)

Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111, A176066

Name of case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256; United States Court of Appeal, Ninth Circuit, Case No. 25-3903